



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Regular Meeting

JUNE 2, 2015
CLOSED SESSION 5:30 P.M.
OPEN SESSION 6:00 P.M.
AMENDED AGENDA

“Oroville - California's best opportunity for a safe and diverse quality of life”

CLOSED SESSION (5:00 P.M.)

ROLL CALL

Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 5)

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

Presentation by *Ken Shuey, Sewerage Commission – Oroville Region* regarding *Rate Increases*

INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter that is on the agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda, you will be asked to step to the podium, repeat your name for the record, and make your presentation or ask questions regarding the agenda item. Following your remarks, Council and/or staff may respond to your comments or questions. **Presentations are limited to three minutes per person.** Under Government Code Section 54954.3 the time allotted for presentations may be limited.

CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF MAY 19, 2015 REGULAR MEETING AND THE MAY 26, 2015 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

2. **AMENDMENT TO STREET SWEEPING AGREEMENT WITH CALTRANS** – staff report

The Council may consider an Amendment to the Street Sweeping Agreement with Caltrans regarding the street sweeping of Highway 162. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Approve the Amendment to the Street Sweeping Agreement with Caltrans as indicated in the June 2, 2015 staff report**

3. **ADDITIONAL FUNDING FOR UNIFORM CLEANING SERVICES** – staff report

The Council may consider additional funding for uniform cleaning services for the Sewer and Vehicle Maintenance Divisions. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Authorize additional funding, in the amount of \$700, for uniform cleaning services for the Sewer and Vehicle Maintenance Divisions through June 30, 2015.**

4. **AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SPECIAL DISTRICT SERVICES, INC.** – staff report

The Council may consider an Amendment to the Professional Services Agreement with Special District Services, Inc. for the preparation of Assessment District and Community Facilities District Annual Administrative Reports. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8367 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SPECIAL DISTRICT SERVICES, INC. FOR THE PREPARATION OF ASSESSMENT DISTRICT AND COMMUNITY FACILITIES DISTRICT ANNUAL ADMINISTRATIVE REPORTS – (Agreement No. 1935-3).**

5. **REQUEST TO AMEND AND RESTATE A PROFESSIONAL SERVICES AGREEMENT WITH ROYSTON HANAMOTO ALLEY & ABEY** – staff report

The Council may consider amending and restating a Professional Services Agreement with Royston Hanamoto Alley & Abey for the update and completion of the draft Parks, Trails and Open Space Master Plan. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Adopt Resolution No. 8369 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH ROYSTON HANAMOTO ALLEY & ABEY TO UPDATE AND COMPLETE THE PARKS, TRAILS AND OPEN SPACE MASTER PLAN – (Agreement No. 1869-2).**

6. **AMENDMENT TO JOINT POWERS AGREEMENT WITH BUTTE COUNTY ASSOCIATION OF GOVERNMENTS** – staff report

The Council may consider an Amendment to the Joint Powers Agreement with Butte County Association of Governments. **(Donald Rust, Director of Community Development and Rick Walls, Interim City**

Engineer)

Council Action Requested: **Adopt Resolution No. 8368 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN EXTENSION OF THE TERM OF THE JOINT POWERS AGREEMENT ESTABLISHING THE BUTTE COUNTY ASSOCIATION OF GOVERNMENTS ENDING JULY 26, 2017.**

7. 2014 – 2015 BUDGET ADJUSTMENTS – staff report

The Council may consider necessary year-end Budget adjustments for 2014 - 2015. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the necessary year-end Budget adjustments as indicated in Exhibit “A” of the June 2, 2015 staff report.**

8. CLOSURE AND TRANSFER OF CITY FUNDS – staff report

The Council may consider the closure and transfer of City funds. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the year-end closure and transfer of City funds, as indicated in Exhibit “A” of the June 2, 2015 staff report.**

9. AMENDMENTS TO THE EMPLOYMENT AGREEMENTS WITH DONALD L. RUST AND BILL LA GRONE – staff report

The Council may consider Amendments to the Employment Agreements with Donald L. Rust, Community Development Director and Acting City Administrator, and Bill La Grone, Public Safety Officer and Acting Personnel Officer. **(Scott E. Huber, City Attorney)**

Council Action Requested:

1. **Adopt Resolution No. 8370 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DONALD L. RUST – (Agreement No. 1974-5).**
2. **Adopt Resolution No. 8371 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILL LA GRONE – (Agreement No. 1969-6).**

PUBLIC HEARINGS - None

REGULAR BUSINESS

10. USE OF THE CITY’S 1922 BUICK FOR THE 5TH ANNUAL BUTTE COUNTY OLIVE FESTIVAL – staff report

The Council may consider a request from the Butte County Historical Society for permission to display the City’s 1922 Buick at the Ehmann Home parking lot for the 5th Annual Olive Festival. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Provide direction to staff, as necessary.**

11. **SALE OF JET FUEL FILTER TO CITY OF UKIAH** – staff report

The Council may consider the sale of a City-owned jet fuel filter to the City of Ukiah. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**
Council Action Requested: **Authorize the sale of the City's Airport fuel filter pumping package to the City of Ukiah for \$24,000.**

12. **PROJECT CONTRACT WITH WALBERG, INC.** – staff report

The Council may consider a Project Contract with the lowest responsible bidder, Walberg, Inc., in the amount of \$55,544, for the Municipal Auditorium Storm Drain Repair Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

1. **Adopt Resolution No. 8372 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, WALBERG, INC, IN THE AMOUNT OF \$55,544, FOR THE MUNICIPAL AUDITORIUM STORM DRAIN PIPE REPAIR PROJECT – (Agreement No. 3126).**
2. **Approve the inclusion of the Administrative Assistant position in the fiscal year 2015/2016 Budget.**

13. **PROJECT CONTRACT WITH SOUTHWEST PIPELINE AND TRENCHLESS CORPORATION** – staff report

The Council may consider a Project Contract with the lowest responsible bidder, Southwest Pipeline and Trenchless Corporation, in the amount of \$1,085,493, for the Sewer Pipe Lining and Point Repairs Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested:

1. **Adopt Resolution No. 8373 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, SOUTHWEST PIPELINE AND TRENCHLESS CORPORATION, IN THE AMOUNT OF \$1,085,493, FOR THE SEWER PIPE LINING AND POINT REPAIRS PROJECT – (Agreement No. 3127).**
2. **Authorize a 10% contingency, not to exceed \$108,549 for the Project.**

14. **UTILITY ROUNDTABLE REGARDING FUTURE GROWTH AND EXPANSION** – staff report

The Council may consider directing staff in regards to the City's involvement with reaching out to local utility agencies for discussions of future growth and expansion. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Provide direction to staff, as necessary.**

15. **2015/2016 PRELIMINARY BUDGET** – staff report

The Council will receive the 2015/2016 Preliminary Annual Budget for review. *(The Adopted Budget is required to be approved by the July 7, 2015 regular City Council meeting)* **(Ruth Wright, Director of Finance and Donald Rust, Director of Community Development)**

Council Action Requested: **Provide direction to staff, as necessary.**

SUCCESSOR AGENCY - None

MAYOR/ COUNCIL REPORTS

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS (A verbal report may be given regarding any committee meetings attended.)

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

CORRESPONDENCE

- Butte County Historical Society, received May 20, 2015
- Oroville Fireman's Association, received May 27, 2015

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with Labor Negotiators and City Attorney to consider the evaluation of performance related to the following position: Director of Community Development.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Labor Negotiators and City Attorney to consider the evaluation of performance related to the following position: Public Safety Director.
3. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
4. Pursuant to Government Code section 54956.9(d), the Council will meet with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, June 16, 2015 at 5:00 p.m.

**CITY COUNCIL MEETING MINUTES
MAY 19, 2015 – 5:00 P.M.**

The agenda for the May 19, 2015 regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Friday, May 15, 2015, at 1:55 p.m.

The May 19, 2015 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:04 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox,
Mayor Dahlmeier

Absent: None

Staff Present:

Donald Rust, Director of Community Development
Bill La Grone, Director of Public Safety
Ruth Wright, Director of Finance
Allen Byers, Assistant Police Chief
Rick Walls, Interim City Engineer

Scott Huber, City Attorney
Jamie Hayes, Assistant City Clerk
Liz Ehrenstrom, Human Resource Analyst II
Karolyn Fairbanks, Treasurer
Amy Bergstrand, Management Analyst III

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

PROCLAMATION / PRESENTATION

Mayor Dahlmeier presented Ashley Coffey with a New Business Acknowledgement and Welcome to Oroville for Pieces of Love Quilt Shop by Ashley Coffey;

Mayor Dahlmeier presented Nikki Navarro with a New Business Acknowledgement and Welcome to Oroville for About Soul Beauty.

David Slajchert, Willow Partners, LLC, gave a presentation relating to a proposed Affordable Senior Housing Project in Oroville.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Anastacia Snyder – Item No. 11
Rodney Lahmann – Item No. 15

Cheri Bunker – Item No. 13

CONSENT CALENDAR

A motion was made by Vice Mayor Wilcox, seconded by Council Member Del Rosario, to approve the following Consent Calendar, with exception to Item No. 2 and 3:

1. **APPROVAL OF THE MINUTES OF MAY 5, 2015 REGULAR MEETING AND MAY 11, 2015 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL – minutes attached**
2. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
3. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
4. **PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING – staff report**

The Council considered and Amendment to the Professional Services Agreement with HDR Engineering, in the amount of \$2,089, for the Supplemental Levee Investigation Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Adopt Resolution No. 8359 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, IN THE AMOUNT OF \$2,089, FOR THE SUPPLEMENTAL LEVEE INVESTIGATION PROJECT – (Agreement No. 2011-2).**

5. **OCC INTERNATIONAL, LLC (DBA: ZEONETIX) LOAN PAYOFF – staff report**

The Council received information regarding the recent payoff of the OCC International, LLC., (dba: Zeonetix), Community Development Block Grant Business Assistance loan. **(Donald Rust, Director of Community Development and Rick Farley, Business Assistance Coordinator)**

Council Action Requested: **None.**

6. **MOTOR GRADER RENTAL – staff report**

The Council considered the rental of a motor grader from the lowest bidder, I-5 Rentals, in the amount of \$6,275, for the construction of fire breaks, and grading and/or leveling City-owned properties. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the rental of a motor grader from the lowest bidder, I-5 Rentals, in the amount of \$6,275, for the construction of fire breaks, and grading and/or leveling City-owned properties.**

7. **CONSTRUCTION CONTRACT WITH BETTER BUILDERS CONSTRUCTION, INC. – staff report**

The Council considered a Construction Contract with lowest responsible bidder, Better Builders Construction, Inc, in the amount of \$2,650, for Public Safety Department Repair Project. **(Donald Rust, Director of Community Development and Gary Layman, Chief Building Official)**

Council Action Requested:

1. **Adopt Resolution No. 8360 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, BETTER BUILDERS CONSTRUCTION, INC, IN THE AMOUNT OF \$2,650, FOR THE PUBLIC SAFETY DEPARTMENT REPAIR PROJECT – (Agreement No. 3123).**

2. **Authorize a 10% contingency, not to exceed \$265.**

8. **USE PERMIT PAYMENT PLAN REQUEST – VODOO TATTOO – staff report**

The Council considered a request from Erika Copping, owner of Voodoo Tattoo, for a \$250 monthly payment plan to process a use permit that is required to relocate the business to 1374 Myers Street. (Donald Rust, Director of Community Development and Luis Topete, Associate Planner)

Council Action Requested: **Adopt Resolution No. 8361 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A \$250 MONTHLY PAYMENT PLAN FOR ERIKA COPPING TO PROCESS A REQUIRED USE PERMIT TO RELOCATE VODOO TATTOO TO 1374 MYERS STREET, OROVILLE.**

9. **CITY RECORDS RETENTION POLICY – staff report**

The Council considered a Records Retention Policy for the City of Oroville. (Donald Rust, Director of Community Development and Scott E. Huber, City Attorney)

Council Action Requested: **Adopt Resolution No. 8362 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A RECORDS RETENTION POLICY FOR THE CITY OF OROVILLE.**

10. **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION – staff report**

The Council considered a Memorandum of Understanding between the City of Oroville and the Oroville City Employees' Association for the period of May 19, 2015 through June 30, 2018. (Liz Ehrenstrom, Human Resource Analyst)

Council Action Requested: **Adopt Resolution No. 8363 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEES' ASSOCIATION – (Agreement No. 1432-13).**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

ITEMS REMOVED FROM THE CONSENT CALENDAR

2. SEWER FUND RECLASSIFICATION – staff report

The Council considered the reclassification of the Sewer Fund from a Special Revenue Fund to an Enterprise Fund. **(Ruth Wright, Director of Finance)**

The item was removed from the Consent Calendar at the request of Council Member Simpson, for questions, which were answered by staff.

Following discussion, a motion was made by Council Member Simpson, seconded by Council Member Hatley, to:

Adopt Resolution No. 8357 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING CITY ADMINISTRATION TO OPERATE AND BUDGET FOR THE SEWER SPECIAL REVENUE FUND AS AN ENTERPRISE FUND UNDER RELEVANT STATUTES AND OTHER APPLICABLE AUTHORITIES AND RENAMING THE OROVILLE SEWER SPECIAL REVENUE FUND TO THE OROVILLE SEWER ENTERPRISE FUND.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

3. PROFESSIONAL SERVICES AGREEMENT WITH BROADBENT AND ASSOCIATES, INC. – staff report

The Council considered a Professional Services Agreement with the lowest responsible bidder, Broadbent and Associates, Inc., in the amount of \$9,425, for the 2120 Bird Street Underground Storage Tank Investigation Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

The item was removed from the Consent Calendar at the request of Council Member Simpson, for questions, which were answered by staff.

Following discussion, a motion was made by Vice Mayor Wilcox, seconded by Council Member Berry, to:

1. **Adopt Resolution No. 8358 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BROADBENT & ASSOCIATES, INC., THE LOWEST RESPONSIBLE BIDDER, IN THE AMOUNT OF \$9,425 FOR THE 2120 BIRD STREET UNDERGROUND STORAGE TANK INVESTIGATION PROJECT – (Agreement No. 3122).**
2. **Authorize a 10% contingency, not to exceed \$942, for the Project.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Pittman, Vice Mayor Wilcox, Mayor Dahlmeier
Noes: Council Members Hatley, Simpson
Abstain: None
Absent: None

PUBLIC HEARINGS

11. AMENDMENT OF SUPPLEMENTAL PROGRAMS AND PROJECTS RELATING TO THE STATE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – staff report

The Council conducted a Public Hearing to consider approval of supplemental programs and projects to be amended into the 12-CDBG-8405 and 14-CDBG-9893 grant administered under the State Community Development Block Grant Program. (**Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III**)

Mayor Dahlmeier opened the public hearing.

Anastacia Snyder, Catalyst Domestic Violence Services, thanked the Council for their continued financial support.

Hearing no further comments or questions from the audience, the public hearing was closed.

Following further discussion, a motion was made by Council Member Simpson, seconded by Council Member Del Rosario, to:

Adopt Resolution No. 8364 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE AMENDMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 12-CDBG-8405 AND NO. 14-CDBG-9893 STATE STANDARD AGREEMENTS TO INCLUDE SUPPLEMENTAL ACTIVITIES.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

REGULAR BUSINESS

12. RE-INSTATEMENT OF THE ADMINISTRATIVE ASSISTANT POSITION – staff report

The Council considered the re-instatement of the Administrative Assistant position in the Department of Business Assistance and Housing Development. (**Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III**)

Following discussion, a motion was made by Council Member Pittman, seconded by Council Member Del Rosario, to:

1. **Approve the Re-instatement of the Administrative Assistant position at Step "A".**
2. **Approve the inclusion of the Administrative Assistant position in the fiscal year 2015/2016 Budget.**

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

13. OPENING OF ESCROW FOR TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECT – staff report

The Council considered the opening of escrow with Fidelity National Title for the purchase of real property at Assessor's Parcel No. 031-052-027 relating to the Table Mountain Boulevard Roundabout Project. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Cheri Bunker spoke in opposition to the opening of escrow with Fidelity National Title relating to the Table Mountain Boulevard Roundabout Project.

Following discussion, a motion was made by Council Member Pittman, seconded by Vice Mayor Wilcox, to:

Authorize the payment of \$19,825 to Fidelity National Title to fund the escrow for the purchase of Right-of-Way from Star Highlands of Oroville (APN 031-052-027), relating to the Table Mountain Boulevard Roundabout Project.

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Pittman, Vice Mayor Wilcox, Mayor Dahlmeier
Noes: Council Members Berry, Hatley, Simpson
Abstain: None
Absent: None

14. PURCHASE OF TRAFFIC MANAGEMENT SOFTWARE, EQUIPMENT AND HARDWARE – staff report

The Council considered the purchase of QuicNet Pro, traffic management software, traffic equipment and hardware from the lowest responsible bidder, McCain, Inc., in the amount of \$112,841. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

A motion was made by Council Member Pittman, seconded by Council Member Berry, to:

Authorize the purchase of QuicNet Pro, traffic management software, traffic equipment and hardware from the lowest responsible bidder, McCain, Inc. in the amount of \$112,841.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor
Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

15. LICENSE AGREEMENT WITH RODNEY LAHMANN – staff report

The Council considered a License Agreement with Rodney Lahmann for property located at Assessors Parcel No. 033-350-028. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Rodney Lahmann spoke in opposition to a License Agreement for property located at Assessors Parcel No. 033-350-028.

Following discussion, a motion was made by Council Member Del Rosario, seconded by Council Member Berry, to:

Repair the culvert at the property located at Assessors Parcel No. 033-350-028.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor
Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

16. ADDITIONAL FUNDING FOR THE CHINESE TEMPLE REPAIRS AND CONSERVATION WORK PROJECT – staff report

The Council considered additional funding, in the amount of \$28,787, for the Chinese Temple Repairs and Conservation Work Project. **(Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III)**

A motion was made by Council Member Pittman, seconded by Council Member Simpson, to:

Approve additional funding, in the amount of \$28,787, for the Chinese Temple Repairs and Conservation Work Project.

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor
Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

17. COMMERCIAL LEASE AGREEMENT WITH NICOLE KOPEL, MEGAN MARSH AND SANTOS REYES DBA: OROVILLE SOAP SHOP FOR THE RENTAL OF OFFICE SPACE AT 1465 MYERS STREET – staff report

The Council considered a Commercial Lease Agreement with Nicole Kopel, Megan Marsh and Santos Reyes dba: Oroville Soap Shop, for the rental of a commercial unit at the Historic State Theatre, 1465 Myers Street, Suite 3. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

A motion was made by Vice Mayor Wilcox, seconded by Council Member Hatley, to:

Adopt Resolution No. 8366– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COMMERCIAL LEASE AGREEMENT WITH NICOLE KOPEL, MEGAN MARSH AND SANTOS REYES DBA: OROVILLE SOAP SHOP, FOR THE RENTAL OF A COMMERCIAL UNIT AT THE HISTORIC STATE THEATRE, 1465 MYERS STREET, SUITE 3 – (Agreement No. 3125).

The motion was passed by the following vote:

Ayes: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
Noes: None
Abstain: None
Absent: None

18. MUNICIPAL LAW ENFORCEMENT SERVICES – staff report

The Council considered the implementation of the Municipal Law Enforcement Services concept for lower level criminal and code violation issues. **(Bill La Grone, Director of Public Safety)**

Following discussion, this item was tabled to a future meeting of the Oroville City Council therefore; no action was taken on the following:

- 1. Authorize the implementation of the Municipal Law Enforcement Services concept for lower level criminal and code violation issues.**
- 2. Authorize the hiring of eight (8) Community Service Officers and the purchasing of necessary equipment as outlined in the May 19, 2015 staff report.**

19. MONTHLY SUMMARY OF INVESTMENTS AND MONTHLY FINANCIAL REPORTS FOR APRIL 2015 – reports attached

The Council received and acknowledged receipt of the Monthly Summary of Investments and the Monthly Financial Reports for April 2015. **(Ruth Wright, Director of Finance)**

SUCCESSOR AGENCY - None

MAYOR/ COUNCIL REPORTS

Council Member Pittman reported that the Chamber of Commerce had recently hired Dr. Sandy Linville as the Chief Executive Officer, replacing former CEO Claudia Knaus.

Council Member Pittman also reported his attendance to a tour of Graphic Packaging International, Inc, 525 Executive Parkway, Oroville, CA.

Mayor Dahlmeier gave a brief report on the Feather Fiesta Days events, praising the many volunteers and community members for their dedicated efforts in contributing to a successful event.

Mayor Dahlmeier also reported that USA Today had published an article regarding the Destination America's Red, White and You Contest – "American Towns with Memorable Fireworks Celebrations This July 4th", featuring Oroville as a 2015 nominee for the award, which should be announced in late May 2015. *(The City was advised on May 28, 2015 that they had been selected as one of the two recipients of this prestigious award)*

Mayor Dahlmeier praised the Oroville Economic Alliance for their continued efforts in marketing Oroville globally, citing that their efforts have procured a ranking of one of the Top 5 Micro Cities in American Cities of the Future for one of the nation's top prospective markets for foreign direct investment, based upon a variety of metrics including: investment assistance programs, economic incentives, strategic initiatives for engaging with investors and promotional activities.

Vice Mayor Wilcox reported that over 700 vehicles participated in the Show and Shine Car Show during the Feather Fiesta Days event. In addition, Vice Mayor Wilcox also reported that the City's 1922 Buick was driven by Council Member Pittman in the Feather Fiesta Days Parade thanks to the generous contributions made by the Friends of the Parks and the City of Oroville Docent's Association.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

Donald Rust, Director of Community Development, reported on the following:

- State Highway 162 Community Outreach Traffic Corridor Study to be held on Thursday, May 21, 2015, 5:30 p.m. – 7:30 p.m. at the Centennial Cultural Center, 1931 Arlin Rhine Memorial Drive, Oroville
- Rosenow Spevacek Group, Inc. prepared an analysis on Governor Brown's revised budget proposal which provides changes that may affect the Dissolution Act. Staff will be preparing a letter of opposition to the proposal
- Chamber of Commerce Business-to-Business event to be held May 28, 2015, 5:30 p.m. – 7:00 p.m. at the African American Family & Cultural Center, 3300 Spencer Avenue, Oroville
- City of Oroville's Arts, Culture & Entertainment District will be presented at the State of California's American Planning Association Conference, October 3 – 6, 2015, in Oakland, CA

CORRESPONDENCE - None

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON NON-AGENDA ITEMS

Cheri Bunker spoke to the Council regarding the Oroville Economic Development Corporation's

monthly membership meeting on May 27, 2015, 8:00 a.m. at the Bird Street Café, featuring Guest Speaker, Sam Driggers, CalAsian Chamber of Commerce Director of Global Initiatives.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the evaluation of performance related to the following position: Director of Community Development.
2. Pursuant to Government Code Section 54957(b), the Council met with Labor Negotiators and City Attorney to consider the evaluation of performance related to the following position: Public Safety Director.
3. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
4. Pursuant to Government Code Section 54956.8, the Council met with Real Property Negotiators, Acting City Administrator and City Attorney, regarding the property identified as 2066 Bird Street, Oroville.
5. Pursuant to Government Code section 54956.9(d), the Council met with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

Mayor Dahlmeier announced that there were no reportable actions taken in Closed Session and direction had been given to staff.

ADJOURNMENT

The meeting was adjourned at 8:36 p.m. A special meeting of the Oroville City Council will be held on Tuesday, May 26, 2015, at 3:00 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL SPECIAL MEETING MINUTES
MAY 26, 2015 – 3:00 P.M.**

The agenda for the May 26, 2015 special meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall, and on the City of Oroville's website locate at www.cityoforoville.org on Friday, May 22, 2015 at 2:03 p.m.

The May 26, 2015 special meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 3:08 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Hatley, Pittman, Simpson (arrived late), Vice Mayor Wilcox, Mayor Dahlmeier
Absent: None

SPECIAL BUSINESS

1. REVIEW OF THE PRELIMINARY ANNUAL BUDGET FOR FISCAL YEAR 2015/16 AND DISCUSSION OF CITY COUNCIL GOALS FOR BUDGET PREPARATION

The Council reviewed the Preliminary Annual Budget for fiscal year 2015/16 and discussed City Department and City Council goals for the preparation of the Preliminary Budget.

ADJOURNMENT

The meeting was adjourned at 7:14 p.m. to a regular meeting of the Oroville City Council to be held on Tuesday, June 2, 2015 at 5:00 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
RICK WALLS, INTERIM CITY ENGINEER
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AMENDMENT TO STREET SWEEPING AGREEMENT WITH
CALTRANS**

DATE: JUNE 2, 2015

SUMMARY

The Council may consider an Amendment to the Agreement with Caltrans regarding the street sweeping of Highway 162.

DISCUSSION

The City has been providing Caltrans with Highway 162 street sweeping services since 1980. The current Agreement, executed on August 5, 2008, provided for weekly street sweeping of Highway 162 with reimbursement to the City in the amount of \$269.23 per weekly event for a total of \$14,000 per year. The City's actual cost of this service is \$413.75 which is based on fully loaded labor rates. Staff has negotiated with Caltrans to provide the City with full cost recovery for this service. As an outcome of the negotiations, Caltrans has directed the City to reduce the number of street sweeping event to twice (2 times) per month for a total of 24 sweeping events per year. Exhibit A to the Agreement reflects the Maximum Annual Authorized Expenditure (to remain at \$14,000), while Attachment 1 to the Agreement stipulates the revised level of service at 2 times per month. Moving forward, the City will bill Caltrans \$2,482.54 per quarter for Highway 162 street sweeping. The City's actual cost calculations are shown below.

**STREET SWEEPING ACTUAL COSTS
HIGHWAY 162 STREET SWEEPING AGREEMENT WITH CALTRANS**

Item Description	Hourly Rate	Hours per Day per Event	Cost per Event	Frequency	Total per Year
Public Works Supervisor	\$95.88	0.25	\$ 23.97	24	\$575.28
Labor - Operator II	\$63.99	4	\$ 255.96	24	\$6,143.04
Accounting Technician	\$56.48	0.5	\$ 28.24	4	\$112.96
Equipment - Street Sweeper	\$32.28	4	\$ 129.12	24	\$3,098.88
REVISED TOTAL FOR AGREEMENT =					\$9,930.16
QUARTERLY COST TO BE BILLED TO CALTRANS =					\$2,482.54

CC-2

Caltrans does not require the execution of a formal amendment to the Agreement as the Agreement allows for periodic revisions to Exhibit A with mutual consent from both parties. Caltrans has consented to the modification of Exhibit A and has asked that the City grant its consent.

The Agreement will be amended as follows:

1. Revise the Highway 162 street sweeping schedule to a maximum of 2 times per month.
2. Revise the quarterly billing to Caltrans to \$2,482.54 per quarter.

FISCAL IMPACT

The revised cost to be billed to Caltrans provides full cost recovery for the service. Reimbursements to the City for Highway 162 street sweeping will be deposited into the Street Fund.

RECOMMENDATIONS

Approve the Amendment to the Street Sweeping Agreement with Caltrans as indicated in this staff report, dated June 2, 2015.

ATTACHMENTS

Revised Exhibit A and Attachment 1

EXHIBIT "A"

DELEGATION OF MAINTENANCE

The specific maintenance function indicted below is hereby delegated to CITY. This delegation of maintenance function set forth herein does not include the control and maintenance areas and functions which rest with CITY under the terms of executed Freeway Agreements and/or Freeway Maintenance Agreements.

<u>Route No</u>	<u>Length Miles</u>	<u>Description of Routing</u>	<u>Program Delegated</u>	<u>Maximum Annual Authorized Expenditure</u>
162	5.63	From PM 12.83 to PM 18.46 – From intersection of west property line of Table Mountain Golf Course and Oroville Dam Blvd.; thence easterly along Oroville Dam Blvd. To the intersection of Olive Highway; thence southeasterly along Olive Highway to the east City Limits at Foothill Blvd	HM2C	\$0
			HM2D	\$14,000
TOTAL AUTHORIZED EXPENDITURE				\$14,000

Note: Caltrans has chosen to maintain the total annual expenditure amount at \$14,000. However, Caltrans has also directed the City to limit the number of street sweeping events to 2 times per month at a cost of \$413.76 per event. The City will invoice Caltrans \$2,482.54 per quarter for these services.

HM2C CURB/SIDEWALK

This provides for cleaning, maintaining, and repairing curb and sidewalk. CITY shall bill STATE following written cost estimate to STATE by CITY and written authorization by STATE to execute specific repairs to curb and sidewalk.

HM2D LITTER/DEBRIS

This provides for sweeping only.

*Effective 07-01-2015

Caltrans has directed the City to limit the number of street sweeping events to 2 times per month or 24 events per year.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
RICK WALLS, INTERIM CITY ENGINEER
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: ADDITIONAL FUNDING FOR UNIFORM CLEANING SERVICES

DATE: JUNE 2, 2015

SUMMARY

The Council may consider additional funding for uniform cleaning services for the Sewer and Vehicle Maintenance Divisions.

DISCUSSION

Aramark has been providing uniform cleaning services for the Sewer and Vehicle Maintenance Divisions since July 1, 2014, under a new contract that was competitively bid. The annual cost based on the bid prices was to be \$2,902 (\$1,784 for sewer and \$1,118 for vehicle maintenance). Through April 23, 2015, the City has been billed \$2,870.46, which is near the purchase order limit. Staff has calculated that based on the prior average Aramark billings, an additional \$700 need to be added to the purchase order to fund uniform cleaning through June 30, 2015.

It is unclear as to why the average weekly billing of \$68.34 has exceeded the weekly bid prices of \$58.65. It appears based on a brief review of the Aramark invoices that there may be excessive service charges being billed to the City. Staff will need to meet with the City's Aramark representative to discuss the billing discrepancies in more detail.

FISCAL IMPACT

Funds are available in the sewer and vehicle maintenance division budgets.

RECOMMENDATION

Authorize additional funding, in the amount of \$700, for uniform cleaning services for the Sewer and Vehicle Maintenance Divisions through June 30, 2015.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
RICK WALLS, INTERIM CITY ENGINEER
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH
SPECIAL DISTRICT SERVICES**

DATE: JUNE 2, 2015

SUMMARY

The Council may consider an Amendment to the Professional Services Agreement with Special District Services, Inc. (SDS) for the preparation of Assessment District and Community Facilities District Annual Administrative Reports.

DISCUSSION

On May 7, 2013, the Council approved an Amendment to the Professional Services Agreement with SDS to prepare the Annual Assessment District Reports for the City's Consolidated Landscape and Lighting Maintenance Assessment Districts and Benefit Assessment Districts. The scope of services completed by SDS over the past two years is as follows:

- Prepared all staff reports and resolutions for annual levies associated with the City's 15 Landscape and Lighting Maintenance Assessment Districts.
- Prepared an annual assessment report for the City's 15 Landscape and Lighting Maintenance Assessment Districts (LLMAD).
- Prepared all staff reports and resolutions for annual levies associated with the City's 7 Benefit Assessment Districts (BAD).
- Prepared an annual assessment report for the City's 7 Benefit Assessment Districts.
- Submitted a parcel list report of levies to the Butte County Assessor's Office in a format compatible as that required by the County.
- Completed all annual reporting for the City's two Community Facilities Districts (CFD's).
- Provide a fixed fee for the administration services for each of the 22 zones associated

with the LLMAD's and BAD's.

- Provide a fixed fee for the administrative services for the two CFD's.
- Provide a lump sum billing twice per year for the services.
- All overhead costs were included in the proposed fee.
- All services for each year were billed to the City for total fixed fee amount of \$9,000.

The amounts assessed each year vary dependent upon the maintenance needs of each zone within the districts. However, the total of the maximum assessments for both districts is approximately \$300,000. As such, the administrative services represent about 3% of the maximum assessments. Staff is satisfied with the performance of the services provided to the City by SDS. Staff recommends that the Agreement be extended for an additional two (2) year period.

FISCAL IMPACT

None – The costs for district administrative services are paid by the property owners in the various districts.

RECOMMENDATION

Adopt Resolution No. 8367 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SPECIAL DISTRICT SERVICES, INC. FOR THE PREPARATION OF ASSESSMENT DISTRICT AND COMMUNITY FACILITIES DISTRICTS ANNUAL ADMINSTRATIVE REPORTS – (Agreement No. 1935-3)

ATTACHMENTS

Resolution No. 8367
Agreement No. 1935-3

**CITY OF OROVILLE
RESOLUTION NO. 8367**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH SPECIAL DISTRICT SERVICES, INC. FOR THE PREPARATION OF ASSESSMENT DISTRICT AND COMMUNITY FACILITIES DISTRICTS ANNUAL ADMINISTRATIVE REPORTS

(Agreement No. 1935-3)

Be it hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Professional Services Agreement with Special District Services, Inc. for the preparation of Assessment District and Community Facilities Districts Annual Administrative Reports. A copy of the Amendment is attached as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 2, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AMENDMENT TO AGREEMENT NO. 1935 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF OROVILLE AND SPECIAL DISTRICT SERVICES, INC.

(Agreement No. 1935-3)

This Third Amendment (Amendment) dated June 2, 2015, is to Agreement No. 1935 between the City of Oroville ("City") and Special District Services, Inc. ("Consultant").

In consideration of the terms and conditions herein, the City and the Consultant agree that Agreement No. 1935 shall be amended as follows:

1. The term of the Agreement is extended two (2) years until June 2, 2017.
2. The cost for Consultant services for the new two year period shall be \$9,000 per year in accordance with the original Agreement No. 1935.
3. Conflicts between the Agreement and this Third Amendment shall be controlled by this Amendment. All other provisions within Agreement No. 1935 shall remain in full force and effect.

CITY OF OROVILLE

SPECIAL DISTRICT SERVICES, INC.

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Rick Clark, Principal

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD L. RUST, DIRECTOR (530) 538-2433
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: REQUEST TO AMEND AND RESTATE A PROFESSIONAL SERVICES
AGREEMENT WITH ROYSTON HANAMOTO ALLEY & ABEY**

DATE: JUNE 2, 2015

SUMMARY

The Council may consider amending and restating a Professional Services Agreement with Royston Hanamoto Alley & Abey (RHAA) for the update and completion of the draft Parks, Trails and Open Space Master Plan.

DISCUSSION

The City of Oroville 1995 General Plan adopted a policy directing the City to prepare a Parks, Recreation, Open Space and Trails Master Plan (Plan). In January 20, 2009, the City Council entered into a Professional Services Agreement (Agreement No. 1869) with RHAA to prepare the plan. The cost for the scope of work agreed upon between RHAA and the City was \$106,250. The funding sources were as follows:

- The City had acquired a Planning Technical Assistance Grant in the amount of \$33,800
- City was contributing \$8,200 in matching funds (General Fund)
- Remaining \$64,850 was to be paid for by the Park Development Impact Fund

The original Agreement expired on June 30, 2009. On October 20, 2009, the City Council approved Resolution No. 7444 to amend and reinstate the Agreement (Agreement No. 1869-1) to include Federal Overlay requirements not included in the scope of work as part of the original Agreement. This Amendment reinstated the Agreement and extended the term of expiration to June 30, 2010. Total payments made to date are \$103,786.6.

In February of 2013, the current staff discovered that the plan remains in draft form and was never formally adopted by the City Council. As five years have passed since the Plan began to be drafted, there are areas of the Plan that need to be updated, including public outreach, so that the final Plan can reflect the most current information, preferences, and goals of the community.

The update to the draft Plan includes review of the current document to make needed changes and update outdated information as necessary, site visit by consultant, conference call with City staff to review work and receive input, and additional community outreach through stakeholder interviews, outreach at the Olive Festival, and electronic surveys (Survey Monkey).

FISCAL IMPACT

RHAA has provided two options for the completion of the Parks, Trails and Open Space Master Plan which include the following:

- Task 1 – Master Plan Update: \$12,040
This task includes the work required to complete the Plan without an additional public outreach.
- Task 2 – Outreach: \$9,320
This amount is the cost for the additional public outreach proposed.

Total Fee (Task 1 & 2) = \$21,360

On November 4, 2014, as part of the final fiscal year 2014/2015 Budget, the Council approved the use of \$25,000 from the Park Development Impact Fee Fund 106 for the completion of the Parks, Trails and Open Space Master Plan.

RECOMMENDATIONS

Adopt Resolution No. 8369 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH ROYSTON HANAMOTO ALLEY & ABEY TO UPDATE AND COMPLETE THE PARKS, TRAILS AND OPEN SPACE MASTER PLAN – (Agreement No. 1869-2)

ATTACHMENTS

Resolution No. 8369
Agreement No. 1869-2

**CITY OF OROVILLE
RESOLUTION NO. 8369**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH ROYSTON HANAMOTO ALLEY & ABEY TO UPDATE AND COMPLETE THE PARKS, TRAILS AND OPEN SPACE MASTER PLAN

(Agreement No. 1869-2)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amended and Restated Professional Services Agreement with Royston, Hanamoto, Alley & Abey for an amount not to exceed \$21,360 for the scope of work detailed in Exhibit – A of Agreement No. 1869-2.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 2, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald L. Rust, Acting City Clerk

AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES

This Amended and Restated Agreement is made and entered into as of June 2, 2015, by and between the **City of Oroville** ("City") and **Royston Hanamoto Alley & Abey** ("Consultant").

RECITALS

- A. The Consultant is specially trained, experienced and competent to provide services relating to the preparation of a Parks, Trails, and Open Space Master Plan for the City of Oroville as required by this Agreement; and
- B. The Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- C. City desires to retain Consultant to render the professional services as set forth in this Agreement.

AGREEMENT

- 1. Scope of Services. The Consultant shall furnish the following services in a professional manner. Consultant shall perform the scope of services described in Exhibit – C, which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The Consultant's services shall commence upon execution of this Agreement, and shall continue until all work tasks are completed as agreed upon by July 31, 2016.
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the scope of services set forth in Exhibit – C, which is attached hereto and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of \$21,360 without additional written authorization from the City Council.** Payment by City

under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit monthly billing to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. Ownership of Documents. All plans, studies, documents, and other writings prepared by and for Consultant, its officers, employees, and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense,

provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

8. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression including, but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of the Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of

the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television, or radio production or other similar medium without the prior written consent of City.

10. Consultant's Books and Records

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures, and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of four (4) years, or for any longer period required by law, from the date of termination or completion of the Agreement.
- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at 1735 Montgomery Street, Oroville, California when it is practical to do so. Otherwise, unless an alternative

is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

- d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that documents be maintained by City Hall.

11. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

12. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the

control and direction of the City or any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)

13. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
14. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.
15. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance, and approvals which are required by the City for its business.
16. Indemnity. Consultant agrees to defend, indemnify, and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection

therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.

17. Insurance Requirements. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit – D attached hereto.
18. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Donald L. Rust**
 City of Oroville
 1735 Montgomery Street
 Oroville, CA 95965-4897

If to Consultant: **Cordelia L. Hill**
 Royston Hanamoto Alley & Abey
 225 Miller Avenue
 Mill Valley, CA 94941

19. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
20. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

21. Assignments and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience, and competence of Consultant. Assignments of any or all rights, duties, or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor not shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
22. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
23. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
24. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.
25. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable

litigation expenses, including court costs, expert witness fees, discovery expenses, and attorney's fees.

26. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.
27. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
28. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority, to make this Agreement and to bind each respective party.
29. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any

company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

FEDERAL OVERLAYS

30. NONDISCRIMINATION CLAUSE. During the performance of this contract, consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing Commission implementing the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
31. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services

contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes

satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.
36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability

insurance to cover all of Consultant's employees.

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this contract the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

38. THE TRAINING, EMPLOYMENT AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS ASSURANCE OF COMPLIANCE

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3

and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a

condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this contract, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this contract by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b. This Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF OROVILLE

ROYSTON, HANAMOTO, ALLEY & ABEY

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Cordelia L. Hill, Principal

Business License No. _____

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott Huber, City Attorney

By: _____
Donald L. Rust, Acting City Clerk

Attachments: Exhibit A – Original Scope of Work
Exhibit B – Original Schedule of Charges
Exhibit C – Updated Scope of Work / Schedule of Charges
Exhibit D – Insurance Requirements

EXHIBIT - A

WORK SCOPE- Oroville Parks Trails and Open Space Master Plan

A. Inventory

1. Prior to Kick-Off Meeting, review City's General Plan and Ordinances to develop preliminary understanding of Park and Recreation issues for the Community of Oroville.
2. Develop base map from information provided by City for use in preliminary analysis and workshop.
3. MEETING 1- Coordination and Kick-off. RHAA proposes a two day workshop to develop preliminary understanding of issues and to conduct preliminary analysis. This would include the following components:
 - a. Attend a preliminary meeting with Parks and Recreation Department and City staff to review project parameters, gather necessary materials, identify additional information required, review community involvement strategies and establish project timetable. Determine preferred format of deliverables. Discuss formation of a task force with representatives from City Council, Parks Commission, key recreation users, City Staff. Identify under-served populations and organizations that might represent them - churches, recreation leagues, day care providers, etc. Provide a detailed project schedule, program description, and budget requirements for the execution of a Parks and Recreation Master Plan.
 - b. Review the existing inventory of Park and Recreation facilities compiled for the General Plan – both within the City and surrounding unincorporated land within the sphere of influence - to evaluate the quality of existing facilities and conditions, ADA compliance, etc.
 - c. Conduct site visits/ physical inventory with City staff and others, and review existing facilities, staffing, and programs associated both with the City and with the other Park and Recreation providers Base Site assessment on physical survey already conducted by City. (Please note, this is not a formal audit). Take photo survey for use in the report and public meetings. Identify the following for each park, plaza, trail system or open space:
 - Number and types of parks
 - Location, size and service areas
 - Facilities and amenities
 - Aesthetics
 - Recreation programs and uses
 - Maintenance issues (quality and condition)
4. City to provide Inventory of Other Facilities Available for Recreation including other City-owned properties; school facilities; County and State recreational facilities; and major private recreation suppliers. RHAA to provide an analysis of providers of regional Park and Recreation service for possible competition, duplication, or collaborative partnerships.
5. Obtain and review the existing plans and documents that have been completed by the City of Oroville, and relevant studies of surrounding areas, The information shall include any relevant biological, cultural, political, and demographic influences that may be useful.

6. PREPARE FACILITIES ASSESSMENT AND EXISTING PROGRAM REPORT based on physical inventory and information supplied by City. Develop rehabilitation program and recommended hierarchy of priorities based on public safety, accessibility compliance with current codes as well as maintenance and use issues.
7. Prepare appropriate maps and diagrams of City facilities which identify the location, boundaries, and types of facilities available at each park (tourist style maps). Coordinate with the Planning Division and Public Works Department to obtain GIS mapping. The City of Oroville will also provide base map themes to the consultant. Graphic enhancement of the maps for the Parks and Recreation Master Plan will be the responsibility of the Consultant.

Deliverables

- *Detailed project schedule*
- *Program description*
- *Budget requirements*
- *Facilities and Program Assessment Report: electronic copy- city to reproduce and distribute*
- *Tourist Style map of facilities: electronic copy- city to reproduce and distribute*
- *Monthly Status Reports*
- *Technical memoranda to address and summarize principal tasks*

B. Community Outreach

1. Create a public outreach program that involves participation from the City staff, Parks Commission, City Council, user groups, and stakeholders in the community. Review and comment on results of City conducted survey
2. Conduct Public Workshop One to solicit opinions on needed recreation programs and facilities. Format will be an open house with public voting on their preferred facilities and programs. To improve participation levels, this workshop can be tied to another public function or athletic event that will draw in a diverse population.
3. Conduct interviews with City Council members and management staff regarding current conditions and desired service levels. Conduct interviews with principal representatives from other local government entities, non government organizations, federal and state agencies, and private sector organizations to determine existing levels of service and proposed plans for Capital Improvement Projects which may influence the Master Plan.
4. Hold Focus Group sessions with underserved populations.

Deliverables

- *Survey Report*
- *Summary of interviews*
- *Displays for public workshops*
- *Community Outreach Summary*

C. Analysis/ Needs Assessment

1. Prepare level of service analysis for existing conditions. Analyze demographic trends in the region that may impact or affect recreation needs and demands for the next 5, 10 and 20 years. Include an analysis of the social and economic benefits of park and trail facilities.

2. Prepare a Needs Assessment of the facility types i.e. neighborhood parks, community parks, trails, and open space. The Needs Assessment will be based on information received through the public input process, public opinion surveys, and contact with government officials. The assessment will include access to non-traditional recreation.
 - a. Provide recommendations for new, and upgrades to existing recreational facilities, staffing, and programs.
 - b. Identify number, size, location, and type of parks and trails needed in each area of the City's sphere of influence to meet the General Plan guidelines.
 - c. Identify the potential for providing non-traditional recreational facilities.
3. Send draft Needs Assessment Report to City for preliminary review.
4. Revise according to input.
5. Workshop: Conduct Public Workshop 2 to present draft report.
6. Revise according to input.
7. Send to City for review.
8. Meeting: Present final report to Park and Recreation Commission/ Planning Commission jointly.

Deliverables

- Needs Assessment Report - Draft and Final
- Monthly Status Reports

D. Action Plan

1. Prepare action plan and implementation strategy for incorporation within the final Parks and Recreation Master Plan, containing the following essential elements:
 - Results of all research and inventory analysis
 - Needs and Demands analysis
 - Recreational program ranking and priorities
 - Facility enhancement and existing resource improvement
 - Site inventory / new site acquisition program
 - Preservation of open space
 - Recommendations for new facility development, land use, existing facilities and proposed park sites, service radius
 - Development standards and design guidelines for park development
 - Financial element detailing alternatives for funding and financing acquisition, development and operations
 - Recommendations for updating existing park ordinances and establishing new park ordinances.

2. Develop prioritized short and long term Capital Improvement Project (CIP) lists for existing facility upgrades and new facility construction. Short term projects should enhance or add uses at existing facilities, or provide immediate relief to a community or group that is currently underserved. Long term projects include major construction and/or acquisitions and should consider needs, locations, and schedules, and financing strategies. All potential projects should be accompanied by cost estimates. Land acquisition costs will be estimated based on typical per acre cost in the City.

3. Prepare economic evaluation to suggest funding strategies to implement the plan. Funding strategies should take into account land acquisition needs and well as future staffing and maintenance needs.
 - a. Project Operating Revenues and Expenses for each new park/major facility and new program. This estimate will be based on the experience of other parks in Oroville and elsewhere. (If a maintenance plan is provided, this will be considered.) The expenses will include staffing, supplies, maintenance, and other operating costs.

 - b. Identify potential funding sources for the facilities. This task will not seek commitments from funding sources, but will confirm availability of funding and describe the potential applicability for each source, indication whether it is a long term or short term source; applicable to acquisition, capital costs, or operating costs; or applicable to finish undeveloped parks. The general type of sources to be considered will include:
 - General Fund (CIP)
 - GO Bonds
 - Lease Revenue Bonds
 - Park in-lieu fees
 - Park Impact fees (does not include fee schedule)**
 - Community Facilities District**
 - State Bond Funds
 - Major grant programs
 - Other Sources

** This is a feasibility study, so no legal documents, ordinances, nexus study, or public hearings are included.

 - c. Funding Plan: assign a funding source for each major expenditure (O&M, acquisition, new facility, new program). Prepare a cash flow projection matching potential funding with the phased development costs (to be provided) and operating costs to determine if there is likely to be sufficient funds for the project.

4. Prepare criteria (rating system) for prioritizing CIP projects in terms of cost, feasibility, needs assessment, demand, etc. Rank each project/program by: cost, funded cost, preference rating, % of population using, and cost/user.

5. Send draft Action Plan Report to City for preliminary review.

6. Meeting: Meet with City Staff to review report and finalize public presentation.

7. Workshop: Conduct Public Workshop 3 to present draft report.

8. Revise according to input.

9. Send to City for review.
10. Meeting: Present Final Report to Park and Recreation Commission/ Planning Commission jointly.

Deliverables

- *Action Plan- Draft and Final*
- *Monthly status reports to City Staff*

E. Master Plan / Capital Improvement Plan

1. Finalize a Master Plan based upon public input, recreation research, needs assessment and economic projections. The Plan shall reflect the varied physical characteristics, growth patterns, unique resources, and user preferences that are specific to the City of Oroville.
2. Develop a 20-year Capital Improvement Plan. Develop a financial framework that demonstrates the financial commitment necessary to construct, maintain and operate the planned improvements. (See D3c)
3. Prepare an executive summary of the Plan appropriate for educational/public relations purposes and for public distribution. Highlight key aspects of each component of the plan and implementation requirements for future improvements. Prepare summary in a format that can be reproduced for public distribution.
4. Prepare Administrative Draft Master Plan.
5. Meeting: Review draft with City Staff.
6. Prepare Final Master Plan.
7. Present Final Park Master Plan at joint meeting to Parks Commission, Planning Commission and City Council.
8. Provide a final document in digital format (PDF) to be used by the City of Oroville.
9. Submit a final, camera-ready document and CD of the Parks and Recreation Master Plan and executive summary of the plan.
10. Prepare Monthly Status reports throughout project.

Deliverables

Twelve (12) copies of the Master Plan report meeting the Planning Technical Assistance Grant requirements.

Twelve (12) copies of Master Plan Administrative Draft(s) and Appendix (90%).

Twenty-four color copies (24), one (1) color camera-ready copy, one (1) MS Word 2003 electronic copy, and one (1) Adobe Acrobat PDF color electronic version of the Final Master Plan, Appendix, and CADD files of any figures or maps. All CADD sheets shall be prepared in a format compatible with AutoCAD Release 2008

EXHIBIT - B

City of Oroville
Parks, Trails and Open Space Master Plan
HOURS & ASSOCIATED FEES - RHAA PROPOSAL
 Revised 12/19/2008

Fee/Hour	RHAA		Pacific Group
	Principal \$175	Staff \$100	
A. Inventory	40	50	19
1. Review City's General Plan and Ordinances			
2. Develop base map			
3. Meeting 1- Coordination and Kick-off			
a. Kick-off Meeting			
b. Review the existing Inventory of facilities			
c. Conduct site visit/ physical Inventory			
4. Inventory Other Facilities			
5. Survey existing City programs			
6. Review the existing plans and documents			
7. Prepare facilities assessment report			
8. Prepare appropriate maps and diagrams			
B. Community Outreach	40	60	
1. Public Survey Analysis- Conducted by City			
2. Conduct Public Workshop 1			
3. Conduct Interviews			
4. Hold Focus Group sessions			
5. Conduct Intercept Surveys (optional task)			
C. Analysis / Needs Assessment	30	50	
1. Prepare level of service analysis			
2. Prepare a needs assessment report			
3. Send draft needs assessment report			
4. Revise according to input			
5. Conduct Public Workshop 2			
6. Revise according to input			
7. Send to City for review			
8. Meeting: Presentation			
D. Action Plan	40	80	204
1. Prepare action plan and implementation strategy			
2. Develop (CIP) lists			
3. Prepare economic evaluation			
a. Project operating revenues & expenses			
b. Identify potential funding sources			
c. Funding Plan			
4. Prepare rating system for prioritizing CIP projects			
5. Send draft action Plan report			
6. Meeting: review report			
7. Conduct Public Workshop 3			
8. Revise according to input			
9. Send to City for review			
E. Master Plan / Capital Improvement Plan	40	80	9
1. Finalize a Master Plan			
2. Develop a 20 year Capital Improvement Plan			
3. Prepare an executive summary			
4. Prepare Administrative Draft Master Plan			
5. Meeting: Review draft with City Staff			
6. Prepare Final Master Plan			
7. Present the final Park Master Plan			
8. Provide a final document			
9. Submit a final, camera-ready document			
10. Prepare Monthly Status reports			
Total Hours	190	320	232
Total Staff Fees	\$33,250	\$32,000	\$69,700
Service Fee per Firm	\$65,250		\$34,800
Estimated Reimbursables	\$5,600		\$600
Total Fee per Firm	\$70,850		\$35,400

Total Service Fee \$100,050
TOTAL FEE WITHOUT PHONE SURVEY \$106,250

EXHIBIT - C

Parks, Trails & Open Space Master Plan
 City of Oroville
 May 18, 2015



		Project	
		Principal	Manager
		\$190	\$100

Task 1-Master Plan Update

1.1	RHAA to mark up document with changes needed and information required	4	
1.2	City to provide information requested		
1.3	Site Visit to confirm information	12	12
1.4	RHAA to update from info provided by City	4	40
1.5	Telephone conference call for review and input	3	3
1.6	Revise as needed	2	8
1.7	Prepare graphic map	1	8
		Hours	26
		Fees	\$4,940
			\$7,100
		Total Task 1	\$12,040

Task 2- Outreach

2.1	Conduct stakeholder interviews in Oroville	8	8
2.2	Booth at Olive Festival for Outreach	8	8
2.3	Survey Monkey Survey- develop survey, analyze data (City to distribute)	12	24
		Hours	28
		Fees	\$5,320
			\$4,000
		Total Task 2	\$9,320

Total Fee **\$21,360**

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000 per claim.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and designated volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and designated volunteers are to be covered as additional insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or designated volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms provided those endorsements conform to Entity requirements. All certificates and endorsements are to be received and approved by the Entity *before work commences*. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
RICK WALLS, INTERIM CITY ENGINEER
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AMENDMENT TO JOINT POWERS AGREEMENT WITH BUTTE
COUNTY ASSOCIATION OF GOVERNMENTS**

DATE: JUNE 2, 2015

SUMMARY

The Council may consider an Amendment to the Joint Powers Agreement with Butte County Association of Governments (BCAG).

BACKGROUND

BCAG, which is a Joint Powers Agency of the cities of Biggs, Chico, Gridley, Oroville, the Town of Paradise and the County of Butte, was originally established in 1969. BCAG's current Joint Powers Agreement was last approved by the BCAG member agencies in July 2005 and included a ten (10) year term that expires on July 26, 2015.

A two-year extension of the BCAG Joint Powers Agreement is being proposed by BCAG due to the likelihood that the Butte Regional Conservation Plan (BRCP) will be approved in the fall of 2015. BCAG has been coordinating the development of the BRCP with the cities of Biggs, Chico, Gridley, Oroville and the County of Butte for the past seven years. Once approved by all entities, BCAG would become the implementing entity for the BRCP and the Joint Powers Agreement would need to be updated to reflect this responsibility. BCAG staff anticipates that the approval by local entities and state federal agencies can be completed by July 2016, so extending the current BCAG Joint Powers Agreement for two years to July 2017 will provide sufficient time to make the necessary revisions to the Joint Powers Agreement to adequately incorporate the responsibilities for implementing the BRCP.

FISCAL IMPACT

None

CC-6

RECOMMENDATIONS

Adopt Resolution No. 8368 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN EXTENSION OF THE TERM OF THE JOINT POWERS AGREEMENT ESTABLISHING THE BUTTE COUNTY ASSOCIATION OF GOVERNMENTS.

ATTACHMENTS

Resolution No. 8368
BCAG Correspondence, dated April 15, 2015

**CITY OF OROVILLE
RESOLUTION NO. 8368**

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN EXTENSION OF THE TERM OF THE JOINT POWERS AGREEMENT ESTABLISHING THE BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

WHEREAS, the City of Oroville approved and authorized the execution of a Joint Powers Agreement to create a joint powers public entity known as the Butte County Association of Governments (BCAG), with the powers, duties and responsibilities of the BCAG set forth in the Joint Powers Agreement; and,

WHEREAS, that Joint Powers Agreement is effective July 26, 2005, with a term of ten (10) years from the date thereof; and,

WHEREAS, the BCAG staff are working to complete the Butte Regional Conservation Plan (BRCP), intended to be incorporated into the Joint Powers Agreement; and,

WHEREAS, the parties to the Joint Powers Agreement jointly and severally agree that the term of the Joint Powers Agreement be extended for an additional two (2) years, thereby effective through July 25, 2017, so that this BRCP work can be completed and made part of a revised Joint Powers Agreement; and,

WHEREAS, Government Code sections 6500 et seq, generally, and section 6503.5, specifically, provide for this amendment of the Joint Powers Agreement.

NOW THEREFORE, BE IT RESOLVED THAT:

1. The recitals herein contained are true and correct; and,
2. Paragraph 18(a) of the Joint Powers Agreement shall be amended as follows:

The term of this Joint Powers Agreement shall be for a period of twelve (12) years from the date of execution hereof.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 2, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk



April 15, 2015

Don Rust, Interim City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

via email

RE: Request for approval by the Oroville City Council for a two-year extension of BCAG's Joint Powers Agreement (JPA)

Dear Don:

Enclosed for the City of Oroville Council's consideration is a resolution approving a two (2) year extension to the Butte County Association of Governments (BCAG's) Joint Powers Agreement, effective through July 25, 2017.

BCAG, which is a Joint Powers Agency of the cities of Biggs, Chico, Gridley, Oroville, the Town of Paradise and the County of Butte, was originally established in 1969.

BCAG's current Joint Powers Agreement was last approved by the BCAG member agencies in July 2005 and included a ten (10) year term to the date of July 26, 2015. The Joint Powers Agreement was updated at that time to include BCAG's administration of Butte Regional Transit.

BCAG is the state designated Regional Transportation Planning Agency (RTPA) and the federal designated Metropolitan Planning Organization (MPO) for Butte County. Under these designations, BCAG is responsible for the planning and programming of all federal and state transportation funds within the region in cooperation with BCAG's member agencies and state and federal planning partners which include – *The California Department of Transportation (Caltrans), the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA).*

As the MPO and RTPA for Butte County, BCAG has several planning responsibilities that must be implemented ongoing to ensure continued federal and state transportation funding of projects and programs within Butte County. These required planning responsibilities include preparation of the following plans and/or administration of the following programs:

- Metropolitan Transportation Plan (MTP) & Sustainable Communities Strategy (SCS) – *every four years;*
- Federal Transportation Improvement Program (FTIP) – *every two years;*
- Air Quality Conformity Determinations – *for the MTP and FTIP as necessary;*
- Regional Transportation Improvement Program (RTIP) – *every two years;*
- Regional Housing Needs Allocation Plan – *every eight years;*
- Administration of the Transportation Development Act (TDA) Local Transportation Fund (LTF) & State Transit Assistance (STA) – *annually.*

As a regional planning agency, BCAG has also assumed other local/regional planning responsibilities over the years that directly supports and benefits the Cities, Town and County. These activities include:

- Administration of Butte Regional Transit...the *B-Line*;
- Serve as the US Census Affiliate Data Center;
- Provide Administration & Maintenance for the Regional Geographic Information System (GIS) database;
- Administer & Maintain a Regional Transportation Model;
- Development of the Butte Regional Conservation Plan (BRCP);
- Administration of the Butte Regional Transportation Corporation (BRTC) a Non Profit 501 (c)(3) Corporation.

As indicated, BCAG's current Joint Powers Agreement will need to be renewed prior to July 26, 2015. A two-year extension of the BCAG Joint Powers Agreement is being proposed at this time due to the likelihood that the Butte Regional Conservation Plan (BRCP) will be approved in the fall of 2015.

BCAG has been coordinating the development of the BRCP with the cities of Biggs, Chico, Gridley, Oroville and the County of Butte for the past seven years. Caltrans District 3, Western Canal Water District, Richvale Irrigation District, Biggs West-Gridley Water District and the Butte Water District are also participants to the BRCP.

BCAG staff intends to present the final BRCP to the cities and County in the fall of 2015 for consideration and approval. If approved by the local jurisdictions, the BRCP would then need final approval by the US Fish and Wildlife Service and the California Department of Wildlife. Once approved by all entities, BCAG would become the implementing entity for the BRCP and the Joint Powers Agreement would need to be updated to reflect this responsibility.

BCAG staff anticipates that the approval by local entities and state federal agencies can be completed by July 2016, so extending the current BCAG Joint Powers Agreement to July 2017 will provide sufficient time to make the necessary revisions to the Joint Powers Agreement to adequately incorporate the responsibilities for implementing the BRCP.

Please let me know if you have any questions, and when you plan to schedule this item for the Oroville City Councils consideration.

Sincerely,



Jon Clark

Executive Director

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS
FROM: RUTH WRIGHT, FINANCE DIRECTOR
RE: 2014-2015 BUDGET ADJUSTMENTS
DATE: JUNE 2, 2015

SUMMARY

The Council may consider necessary year-end Budget adjustments for 2014 - 2015.

DISCUSSION

Year to date analysis requires a few adjustments to keep expenditures within the appropriation budgeted and funds from going deficit.

FISCAL IMPACT

Most items are budget adjustments only and two transfer requests that will not impact the General Fund.

RECOMMENDATION

Approve the year-end Budget adjustments, as indicated in Exhibit "A" of this staff report.

ATTACHMENTS

Exhibit "A" - Worksheet of adjustments.

CC-7

EXHIBIT - A

YEAR END CLEAN UP
May 26, 2015

Budget Adjustments

Account	Title	Amount	Description
001-5100-1000	City Council	(3,500)	To allocate salaries and benefits to services and supplies
001-6050-1000	City Council	3,500	To allocate salaries and benefits to services and supplies
001-5100-1550	Treasurer	7,000	To increase Treasurer budget for salaries
001-4959-7200	Non Departmental	(7,000)	To increase Treasurer budget for salaries
001-6050-5005	Parks and Trees Operations	10,000	To increase appropriation for services and supplies
001-4959-7200	Non Departmental	(10,000)	To increase appropriation for services and supplies
130-9000-3500	Special Aviation Interfund Trsfr	97,000	To reverse previous transfer
440-4959-8600	Public Works Mfg Devel Cntr	(97,000)	To reverse previous transfer
130-9000-3500	Special Aviaition Interfund Trsfr	50,000	To repay Public Works Mfg Ctr for north apron
440-4959-8600	Public Works Mfg Devel Cntr	(50,000)	To repay Public Works Mfg Ctr for north apron
001-6050-5020	Chinese Temple	4,000	Services and Supplies
001-5100-5020	Chinese Temple	(4,000)	Salaries and Employee Benefits
116-6050-7660	Technology Fund	1,000	Services and Supplies
116-8000-7660	Technology Fund	(1,000)	Capital Outlay

Transfers

Account	Title	Amount	Description
130-9000-3500	Special Aviation Interfund Trsfr	\$ 97,000	To reverse previous transfer
440-4959-8600	Public Works Mfg Devel Cntr	\$ (97,000)	To reverse previous transfer
130-9000-3500	Special Aviaition Interfund Trsfr	\$ 50,000	To repay Public Works Mfg Ctr for north apron
440-4959-8600	Public Works Mfg Devel Cntr	\$ (50,000)	To repay Public Works Mfg Ctr for north apron

Net Impact on General Fund

\$ -

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS
FROM: RUTH WRIGHT, FINANCE DIRECTOR
RE: CLOSURE AND TRANSFER OF CITY FUNDS
DATE: JUNE 2, 2015

SUMMARY

The Council may consider the closure and transfer of City funds.

DISCUSSION

Year to date analysis requires a few adjustments to keep expenditures within the appropriation budgeted and funds from going deficit.

FISCAL IMPACT

Minimal positive impact to the General Fund in the amount of \$194 and all other transfers per Exhibit "A" attached to staff report.

RECOMMENDATION

Approve the year-end closure and transfer of City funds, as indicated in Exhibit "A" of this staff report, dated June 2, 2015.

ATTACHMENTS

Exhibit "A" - Worksheet of Adjustments

**LIST OF CITY FUNDS
TO CLOSE AND TRANSFER**

Fund:	Fund #	Fund Balance	Transfer to Fund	NOTES
General Fund				
None				
Special Revenue Funds				
Thermalito Traffic Impact Fees	107	153,907	108	Staff report to close and transfer to Fund 108
Oroville Public Finance Authority	180	22,502	198	Staff report to close-transfer balance to Successor Agency
Honor Grove Fund	680	194	001	Staff report to close and transfer to General Fund
Plan Retention Fund	705	22,812	116	Staff report to close and transfer to Technology Fee Fund 116
Business Assistance/Housing Dev. Funds				
None at this time				
Debt Service Funds				
"74" Sewer Bonds	210	-		Staff report to close, fund closed, no longer needed and has no balance
OPFA Redemption Fund	280	68,302	198	Staff report to close-transfer balance to Successor Agency
Capital Projects Funds				
None				
Enterprise Funds				
None				
Internal Service Funds				
None				
Total Fund Balance		267,717		

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: SCOTT E. HUBER, CITY ATTORNEY

**RE: AMENDMENTS TO THE EMPLOYMENT AGREEMENTS WITH
DONALD L. RUST AND BILL LA GRONE**

DATE: JUNE 2, 2015

SUMMARY

The Council may consider Amendments to the Employment Agreements with Donald L. Rust, Community Development Director and Acting City Administrator, and Bill La Grone, Public Safety Officer and Acting Personnel Officer.

DISCUSSION

The Employment Agreements with Donald L. Rust, Community Development Director and Acting City Administrator, and Bill La Grone, Public Safety Officer and Acting Personnel Officer, require annual evaluations. The evaluations were to have occurred on or before December 13, 2014 for Mr. Rust, and on or before November 3, 2014 for Mr. La Grone. In addition, Mr. Rust and Mr. La Grone have taken on additional duties over the course of their evaluation periods. Accordingly, the Council may consider amendments to their respective Employment Agreements.

DONALD L. RUST

As mentioned above, Mr. Rust was to have received an evaluation on or before December 13, 2014. The evaluation of Mr. Rust was commenced by the prior City Administrator and was finalized by the Council. Mr. Rust received a positive evaluation from the Council. Pursuant to the Agreement between the City and Mr. Rust, certain benefits were to be considered by the Council following a positive evaluation, and modifications to the Agreement are required based upon some of the additional duties taken on by Mr. Rust.

During the prior evaluation period, Mr. Rust has accomplished numerous tasks on behalf of the City, including stabilization of the City's building, planning, and code enforcement divisions. Mr. Rust has also served effectively as the City's professional staff member to the Arts Commission, Planning Commission, and as a liaison to the City's various neighborhood and community groups. Mr. Rust has labored to update the General Plan and Zoning Code for consistency. Most recently, Mr. Rust has taken on the role of Acting City Administrator. Through his efforts and his service in multiple department head capacities, Mr. Rust has saved the City several hundred thousand dollars in salary and benefit expenses.

BILL LA GRONE

As mentioned above, Mr. La Grone was to have received an evaluation on or before November 3, 2014. The evaluation of Mr. La Grone was commenced by the prior City Administrator and was finalized by the Council. Mr. La Grone received a positive evaluation from the Council. Pursuant to the Agreement between the City and Mr. La Grone, certain benefits were to be considered by the Council following a positive evaluation, and modifications to the Agreement are required based upon some of the additional duties taken on by Mr. La Grone.

During the prior evaluation period, Mr. La Grone has accomplished numerous tasks on behalf of the City. Mr. La Grone stabilized the Fire Department during a period of great turmoil, and has overseen a review of the personnel and positions in the Police and Fire Departments. Mr. La Grone has obtained numerous grants on behalf of the City to enable the retention of many Fire and Police officer personnel. In addition, Mr. La Grone has been a valued resource to community organizations and members of the public. Mr. La Grone demonstrates a high level of professionalism in his multiple roles. Most recently, Mr. La Grone has taken on the role of Acting Personnel Officer. Through his efforts and his service as both Police Chief and Fire Chief, Mr. La Grone has saved the City several hundred thousand dollars in salary and benefit expenses.

The Amendments to the Employment Agreements are similar in effect. They provide for modest increases in salaries, and contributions to deferred compensation plans. They also provide for one-time incentive payments, and out of class pay for the additional duties they are performing relative to Acting City Administrator and Acting Personnel Officer duties.

FISCAL IMPACT

Fiscal impact on the General Fund of \$78,597.11 for year 2014-2015.

Fiscal impact on the General Fund of \$23,562.50 for year 2015-2016.

RECOMMENDATIONS

1. Adopt Resolution No. 8370 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DONALD L. RUST – (Agreement No. 1974-5).
2. Adopt Resolution No. 8371 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILL LA GRONE – (Agreement No. 1969-6).

ATTACHMENTS

Resolution No. 8370
Agreement No. 1974-5

Resolution No. 8371
Agreement No. 1969-6

**OROVILLE CITY COUNCIL
RESOLUTION NO. 8370**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF OROVILLE AND DONALD L. RUST**

(Agreement No. 1974-5)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Donald L. Rust. The Amendment is attached hereto as Exhibit "A".

2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 2, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jamie Hayes, Assistant City Clerk

**AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF OROVILLE AND
DONALD L. RUST**

(Agreement No. 1974-5)

This Amendment dated June 2, 2015, is to the Employment Agreement between the City of Oroville ("City") and Donald L. Rust ("Rust").

A copy of the Agreement is attached as Exhibit "A".

In consideration of the terms and conditions herein, the City and Rust agree that the amendment to the agreement is effective December 13, 2014, and shall be amended as follows:

1. SECTION 5(A) IS REPLACED WITH THE FOLLOWING:

Rust shall receive an annual salary of \$117,450, upon the effective date of this Amendment to the Agreement, and payable at the same time and manner as other Council Appointed Department Heads of the City are paid.

2. SECTION 5(B) IS REPLACED WITH THE FOLLOWING:

In addition to the amount listed in section 5(A), Rust shall receive 10% additional salary for the added duties of Acting City Administrator, effective March 25, 2015. This additional salary shall terminate at the time of removal of the Acting City Administrator duties by the Council.

3. SECTION 5(C) IS DELETED.

4. SECTION 6(A):

In recognition of his service above and beyond the call of duty, City agrees to compensate Rust with a one-time lump sum payment of 12% of Rust's salary, as outlined in the October 15, 2013 Agreement. The provisions of Section 6(A) as outlined in the Agreement shall remain in effect going forward.

5. SECTION 15 IS REPLACED WITH THE FOLLOWING:

The City shall provide a Deferred Compensation Plan for Rust. The City shall contribute 3% of Rust's base salary to Rust's Deferred Compensation Plan. In addition, the City shall match the first 2% that Rust contributes to the Deferred

Compensation Plan.

- Conflicts between this Amended Agreement and Agreement No. 1974-4 shall be controlled by this Amendment. All other provisions within Agreement No. 1974-4 shall remain in full force and effect.

This Amendment is approved by the City Council of the City of Oroville at a regular meeting held June 2, 2015.

CITY OF OROVILLE

DONALD L. RUST

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Donald Rust,
Community Development Director
and Acting City Administrator

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

EXHIBIT - A

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DONALD L. RUST

This employment agreement ("Agreement") is made and entered into on October 15, 2013, by and between the City of Oroville ("City") and Donald L. Rust ("Rust") to be effective October 14, 2013, both of whom understand as follows:

Witnesseth:

WHEREAS, City desires to employ the services of Rust as its Community Development Director; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish wages, hours, terms and conditions of employment for Rust; and

WHEREAS, Rust desires to accept employment as the Community Development Director of the City.

Now, therefore, in consideration of the mutual covenants herein contained, the parties agree that this Agreement supersedes in total any prior employment agreements between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Rust as the Community Development Director of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City, the attached job description and such other legally permissible and proper duties and functions as the Council shall from time to time assign to him. At its sole discretion, the Council may remove the duties of Public Works Director and/or Parks and Trees responsibilities from Rust by providing him with no less than 60 days' written notice. Rust shall continue to serve as Director of Planning and Development Services after the expiration of 60 days following notice by the City to him.

Section 2. Term; Termination; Severance Compensation:

- A. The term of this Agreement shall be December 13, 2013 through December 13, 2016. Rust agrees to remain in the employ of City until December 13, 2016 and shall not become employed by any other city until the expiration date of this agreement, subject to the provisions of Subsection 2.B of this Agreement.
- B. If Rust resigns his position as the Community Development Director before the expiration date of the initial or any extended term of the agreement, Rust shall give City a 60-day written notice in advance. In such event, Rust shall not be entitled to the severance compensation provided for in Section 2. C. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than 30 days without penalty should Rust make such request.
- C. As an at will employee, City may terminate this agreement at any time with or without cause. If the City discharges Rust from his position, without cause, as Director of Planning and Development Services, the City shall pay Rust a lump-sum cash payment equal to six months salary. In addition, Rust shall also be compensated for all vested accrued leave

time, which is currently defined as all accumulated and unused vacation and administrative leave. However, in the event Rust is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, Rust shall have the opportunity to retire from City employment through PERS, in lieu of termination.

- D. On or before June 13, 2016, Rust shall give written notice to City if he wishes to extend the agreement. Thereafter the Council shall determine, within 30 days, whether or not it wishes to extend the agreement and shall give written notice to Rust of its decision. If the Council approves the extension, the agreement shall continue thereafter for an additional year. If the Council disapproves the extension, this agreement shall terminate on December 13, 2016, and thereafter Rust shall not be entitled to any compensation except for any accrued vested benefits as listed above.

In the event that the Council approves the first extension, on or before June 13, 2017, Rust shall give written notice to City if he wishes to extend this agreement on the same terms and conditions for a second additional period of one year. Thereafter the Council shall determine, within 30 days, whether or not it wishes to extend the agreement again and shall give written notice to Rust of its decision. If the Council approves the second extension, the agreement shall continue thereafter for an additional year. If the Council disapproves the extension, this agreement shall terminate on December 13, 2017, and thereafter Rust shall not be entitled to any compensation except for any accrued vested benefits as listed above.

Section 3. Random Drug Testing Policy:

Rust agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Rust becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2. C.; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 5. Salary:

- A. Rust shall receive an annual salary of \$104,442, upon the effective date noted above and payable at the same time and manner as other Council Appointed Department Heads of the City are paid.
- B. In addition to the amount listed in Section 5.A, Rust shall receive 5% additional salary for the added duties of Public Works Director. This additional salary shall terminate at the time of removal of the Public Works Director duties by the Council, as outlined in Section 1.
- C. In addition to the amount listed in Section 5.A and Section 5.B, Rust shall receive 5% additional salary for the added duties of Parks and Trees Director. This additional salary shall terminate at the time of removal of the Parks and Trees Director duties by the Council,

as outlined in Section 1.

- D. Rust shall receive a 2% salary increase upon 25 years of service with the City and will receive an additional 2% salary increase upon 29 years of service.

Section 6. Performance Evaluation:

- A. The Council shall direct the City Administrator to complete a performance evaluation of Rust by December 13th of each year of this contract and during any extension period of this contract and upon the Council's concurrence with the satisfactory review, Rust may receive an incentive adjustment of up to 10% of his base salary, but not less than CPI for an overall evaluation of 'M' or better. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Rust. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Rust. The City Administrator's evaluation of Rust will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Rust's final evaluation.
- B. The Council and Rust shall define the criteria that they determine necessary for the proper operation of the City departments overseen by Rust and the attainment of the Council's goals and objectives, and shall further establish a relative priority among them. All such goals and objectives shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time and budgetary resources allocated to Rust to achieve them.

Section 7. Hours of Work; Administrative Leave:

Rust shall be employed on a full-time basis, and for optimal customer service should perform such work during City Hall's normal business hours. However, it is recognized that Rust shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per calendar year of Administrative Leave. Such leave may be taken upon approval of the City Administrator. Rust shall have the option to cash out up to 20 hours of administrative leave per calendar year. In the event another department head for the City receives greater benefits than those provided by this Section, Rust shall automatically receive the same benefit as the other department head.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Rust, after completing six (6) months of employment with the City shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against Rust's sick leave. Rust, desiring such leave, shall notify in writing the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile allowance to Rust in the amount of \$300/month to compensate him for the use of his private vehicle for City business. If the City requires Rust to travel outside a 50-mile radius of the City of Oroville, Rust shall be reimbursed at the current City allowed

mileage rate for any mileage outside the 50-mile radius. Rust and City may agree to provide him with a City vehicle in lieu of such automobile allowance. In the event another department head for the City receives greater benefits than those provided by this Section, Rust shall automatically receive the same benefit as the other department head.

Section 10. Vacation and Sick Leave:

Rust shall accumulate sick leave at the rate of one (1) workday for each month of employment, beginning the first calendar month following employment. Rust shall be permitted to accumulate an unlimited amount of sick leave.

Rust shall accumulate vacation leave at the rate of 20 working days of vacation per year. Rust shall be permitted to accumulate an unlimited amount of vacation leave.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Rust and his eligible dependents.

Section 12. Holidays: Rust is authorized to celebrate the following holidays:

- | | |
|---------------------------|--|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. Lincoln's Birthday | 9. Thanksgiving Day |
| 4. President's Day | 10. The Day After Thanksgiving Day |
| 5. Memorial Day | 11. Last Work Day Before Christmas Day |
| 6. Independence Day | 12. Christmas Day |

Section 13. Technology Fee:

City shall provide a technology allowance to Rust in the amount of \$100/month to compensate him for the use of his private cell phone and laptop/tablet for City business. In the event another department head for the City receives greater benefits than those provided by this Section, Rust shall automatically receive the same benefit as the other department head.

Section 14. Retirement:

Rust will pay a total of 7% of the employee share of his CalPERS retirement contributions. In the event that any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions, Rust and City agree to negotiate terms for the implementation of any increase.

The City shall provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for Rust.

Sick Leave Conversion at the Time of Retirement:

Upon retirement, pursuant to PERS, from City employment only, the City shall pay monthly premium benefits (Medical, Dental, Vision, Long-Term Disability and Life Insurance) for Rust at

the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement.

At the end of such premium payments, Rust shall have the option of continuing insurance coverage at his own expense, consistent with current City policy and Federal law. If a retired Rust becomes deceased before his benefit has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

Rust shall have the option, upon retirement, to convert sick leave for PERS retirement credit or use sick leave balance for medical insurance credit, as outlined above or may use a portion of his Sick Leave Credit between the two programs, subject to PERS requirements.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Rust. The City shall match the first 2% contribution to Rust's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the agreement, and any extensions thereof, Rust shall not accept any outside employment of any kind or character without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Rust necessary for his continuation and full participation in national, regional, state and local associations and organizations as are desirable for his continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 18. Professional Development:

- A. City agrees to budget for and to pay for travel and subsistence expenses of Rust for professional and official travel, meetings, and occasions to continue the professional development of Rust, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Rust serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of Rust for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- C. City will make available for Rust to be reimbursed up to a maximum of \$1,500 per fiscal year for tuition, books and/or other related educational expenses based upon all of the following criteria being satisfied:

Reimbursement will be provided only under the following circumstances:

1. Rust must be taking course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of a BA, BS, MA, MS.
2. Prior to enrollment, Rust must submit a plan to obtain the desired job-related degree to the City Administrator.
3. Prior to reimbursement for the completed course, the member must submit documentation proving class completion with a grade of "B" or higher or a "Pass" grade for Pass/Fail courses and shall provide receipts for tuition, books and/or any other expenses Rust desires reimbursement for.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Rust, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Community Development Director portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Rust is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Rust's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Rust against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Rust's duties as the Community Development Director, except for any civil action or proceeding brought against Rust for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Rust under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

- A. The Council may fix other terms and conditions of employment, as it may determine from time to time relating to the performance of Rust, following consultations with him, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the agreement, the City Charter, the Code of the City of Oroville, or any other law.
- B. It is understood and agreed by City and Rust that Rust is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Rust

serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO RUST: Donald L. Rust, at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

- A. The text herein shall constitute the entire agreement between the parties.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Rust.
- C. The agreement shall not be assigned by Rust or City.
- D. The agreement shall not be modified without the written consent of Rust and City.
- E. If any provision, or any portion thereof contained in the agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

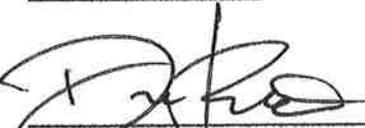
Approved by the City Council of the City of Oroville at a meeting held October 15, 2013.

CITY OF OROVILLE

DONALD L. RUST

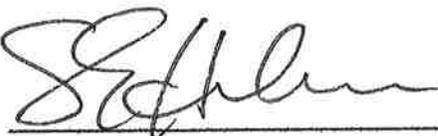


Linda L. Dahlmeier, Mayor



Donald L. Rust

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

**OROVILLE CITY COUNCIL
RESOLUTION NO. 8371**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILL LA GRONE**

(Agreement No. 1969-6)

BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Bill La Grone. The Amendment is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 2, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jamie Hayes, Assistant City Clerk

**AMENDMENT TO THE EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF OROVILLE AND
BILL LA GRONE**

(Agreement No. 1969-6)

This Amendment dated June 2, 2015, is to the Employment Agreement between the City of Oroville ("City") and Bill La Grone ("La Grone").

A copy of the Agreement is attached as Exhibit "A".

In consideration of the terms and conditions herein, the City and La Grone agree that the amendment to the agreement is effective November 3, 2014, and shall be amended as follows:

1. SECTION 6(A) IS REPLACED WITH THE FOLLOWING:

La Grone shall receive an annual salary of \$136,690, upon the effective date of this Amendment to the Agreement, and payable at the same time and manner as other Council Appointed Department Heads of the City are paid.

2. SECTION 6(B) IS REPLACED WITH THE FOLLOWING:

In addition to the amount listed in section 5(A), La Grone shall receive 5% additional salary for the added duties of Personnel Officer, effective March 25, 2015. This additional salary shall terminate at the time of removal of the Personnel Officer duties by the Council.

3. SECTION 7(A):

In recognition of his service above and beyond the call of duty, City agrees to compensate La Grone with a one-time lump sum payment of 12% of La Grone's salary, as outlined in the October 15, 2013 Agreement. The provisions of Section 7(A) as outlined in the Agreement shall remain in effect going forward.

4. SECTION 16(a) IS REPLACED WITH THE FOLLOWING:

The City shall provide a Deferred Compensation Plan for La Grone. The City shall contribute 3% of La Grone's base salary to La Grone's Deferred Compensation Plan. In addition, the City shall match the first 2% that La Grone contributes to the Deferred Compensation Plan.

5. Conflicts between this Amended Agreement and Agreement No. 1969-5 shall be controlled by this Amendment. All other provisions within Agreement No. 1969-5 shall remain in full force and effect.

This Amendment is approved by the City Council of the City of Oroville at a regular meeting held June 2, 2015.

CITY OF OROVILLE

BILL LA GRONE

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Bill La Grone, Public Safety Director
and Acting Personnel Officer

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

EXHIBIT - A

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILL LA GRONE

This employment agreement ("Agreement") is made and entered into on October 15, 2013, by and between the City of Oroville ("City") and Bill La Grone ("La Grone") to be effective October 14, 2013, both of whom understand as follows:

WHEREAS, City desires to continue to employ the services of La Grone as its Director of Public Safety; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for La Grone; and

WHEREAS, La Grone desires to continue employment as the Director of Public Safety of City.

Now therefore, in consideration of the mutual covenants herein contained, the parties agree that this Agreement supersedes in total any prior employment agreements between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ La Grone as Director of Public Safety of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign to him. At its sole discretion, the Council may remove the duties of Fire Chief from La Grone by providing him with no less than 60 days' written notice. La Grone shall continue to serve as Police Chief after the expiration of 60 days following notice by the City to him.

Section 2. Term; Termination; Severance Compensation:

- A. The term of this Agreement shall be from November 2, 2013 through November 02, 2016. La Grone agrees to remain in the employ of City until November 03, 2016 and shall not become employed by any other city until the expiration date of this agreement, subject to the provisions of Subsection 2.B of this Agreement.
- B. If La Grone resigns his position as Director of Public Safety before the expiration date of the initial or any extended term of this agreement; La Grone shall give City a 60-day written notice in advance to City. In such event, La Grone shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than 30 days without penalty should La Grone make such request.
- C. As an at will employee, City may terminate this agreement at any time with or without cause. If the City discharges La Grone from his position, without cause, as Director of Public Safety, the City shall pay La Grone a lump-sum cash payment equal to six months salary. In addition, La Grone shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation and administrative leave. However, in the event La Grone is discharged for cause or for conviction of a crime, City

shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, La Grone shall have the opportunity to retire from City employment through PERS, in lieu of termination.

- D. On or before May 02, 2016, La Grone shall give written notice to City if he wishes to extend this agreement on the same terms and conditions for an additional period of one year. Thereafter the Council shall determine, within 30 days, whether or not it wishes to extend the agreement and shall give written notice to La Grone of its decision. If the Council approves the extension, the agreement shall continue thereafter for an additional year. If the Council disapproves the extension, this agreement shall terminate on November 03, 2016, and thereafter La Grone shall not be entitled to any compensation except for any accrued vested benefits as listed above.

In the event that the Council approves the first extension, on or before May 02, 2017, La Grone shall give written notice to City if he wishes to extend this agreement on the same terms and conditions for a second additional period of one year. Thereafter the Council shall determine, within 30 days, whether or not it wishes to extend the agreement again and shall give written notice to La Grone of its decision. If the Council approves the second extension, the agreement shall continue thereafter for an additional year. If the Council disapproves the extension, this agreement shall terminate on November 03, 2017, and thereafter La Grone shall not be entitled to any compensation except for any accrued vested benefits as listed above.

Section 3. Disability:

If La Grone is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate this agreement, subject to the severance pay provisions of Section 2. C; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act.

Section 4. Random Drug Testing Policy:

La Grone agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 5. Non-Industrial Injury/ Illness:

If La Grone becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2. C.; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 6. Salary:

- A. City agrees to pay La Grone an annual base salary amount of \$121,551, upon the effective date noted above and payable at the same time and manner as other Council Appointed Department Heads of the City are paid.
- B. In addition to the amount listed in Section 5.A, La Grone shall receive 10% additional salary for the added duties of Fire Chief. This additional salary shall terminate at the time of removal of the Fire Chief duties by the Council, as outlined in Section 1.
- C. In recognition of his service above and beyond the call, City agrees to compensate La Grone a one-time lump sum amount equal to 5% of the annual salary in force prior to application of the amounts in A & B above, payable upon completion of the first payroll cycle after ratification of this agreement.

Section 7. Performance Evaluation:

- A. The Council shall direct the City Administrator to complete a performance evaluation of La Grone by November 3rd of each year of this contract and during any extension period of this contract and upon the Council's concurrence with the satisfactory review, La Grone may receive an incentive adjustment of up to 10% of his base salary, but not less than CPI for an overall evaluation of 'M' or better. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and La Grone. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with La Grone. The City Administrator's evaluation of La Grone will be shared with the Mayor and Council. The Mayor and Council may add additional comments to La Grone 's final evaluation.
- B. The Council and La Grone shall define the criteria that they determine necessary for the proper operation of the City departments overseen by La Grone and the attainment of the Council's goals and objectives and shall further establish a relative priority among them. All such goals and objectives shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time and budgetary resources allocated to La Grone to achieve them.

Section 8. Hours of Work; Administrative Leave:

La Grone shall be employed on a full-time basis, and for optimal customer service should perform such work, during Police/Fire Department's normal business hours. However, it is recognized that La Grone shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per calendar year of Administrative Leave, unless City and La Grone agree upon an alternate amount of leave. Such leave may be taken only upon approval of the City Administrator. La Grone shall have the option to cash out up to 20 hours of administrative leave per calendar year. In the event another department head for the City receives greater benefits than those provided by this Section, La Grone shall automatically receive the same benefit as the other department head.

Section 9. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, LaGrone shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his Sick Leave. Before taking such leave, La Grone shall notify, in writing, the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 10. Automobile Allowance:

City shall provide an automobile to La Grone suitable for his use while performing his duties as the Director of Public Safety or compensate him if no vehicle is available at \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5 T(k)(6). In the event another department head for the City receives greater benefits than those provided by this Section, La Grone shall automatically receive the same benefit as the other department head.

Section 11. Vacation and Sick Leave:

La Grone shall accumulate sick leave at the rate of one (1) workday for each month of employment, beginning the first calendar month following employment. La Grone shall be permitted to accumulate an unlimited amount of Sick Leave.

La Grone shall accumulate vacation leave at the rate of 25 working days of vacation per year. La Grone shall be permitted to accumulate an unlimited amount of vacation.

Section 12. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for La Grone and his eligible dependents.

Section 13. Holidays: Lagrone is authorized to celebrate the following holidays:

- | | |
|---------------------------|--|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Day | 8. Veteran's Day |
| 3. Lincoln's Birthday | 9. Thanksgiving Day |
| 4. President's Day | 10. The Day After Thanksgiving Day |
| 5. Memorial Day | 11. Last Work Day Before Christmas Day |
| 6. Independence Day | 12. Christmas Day |

La Grone shall be compensated for each holiday of straight time compensation.

Section 14. Uniform Allowance:

On the first pay period in December, and each first pay period in December thereafter; La Grone shall receive an annual clothing allowance of \$1000.00. This will constitute the clothing allowance for the following calendar year. This increase recognizes the need to maintain two distinct and separate uniforms. This Uniform Allowance shall be reduced to \$720 per year at the time of removal of the Fire Chief duties by the Council, as outlined in Section 1.

The City agrees to provide La Grone with the following uniform insignia:

- 1) Patches - up to 12 sets per year as needed
- 2) Pins - as needed
- 3) Badge

The Director of Public Safety or his or her designee shall decide when replacement uniform insignia are necessary.

City agrees to pay the initial cost of any ordered uniform article change.

Section 15. Retirement:

La Grone will pay 9% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above 9% during the term of this agreement or any extensions, LaGrone and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for LaGrone.

Sick Leave Conversion at the Time of Retirement:

Upon retirement, pursuant to PERS, from City employment only, the City shall pay monthly premium benefits (Medical, Dental, Vision, Long-Term Disability and Life Insurance) for La Grone at the rate of one month premium for each three (3) days of accrued but unused Sick Leave remaining on the books at the date of retirement. Add language indicating La Grone to receive improvements to this benefit if agreed to with other Dept Heads.

At the end of such premium payments, La Grone shall have the option of continuing insurance coverage at his own expense, consistent with current City policy and Federal law. If, after his retirement, La Grone becomes deceased before his benefit has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

La Grone shall have the option, upon retirement, to convert Sick Leave for PERS Retirement Credit or to use Sick Leave balance for medical insurance credit, as outlined above, or may use a portion of their Sick Leave Credit between the two programs, subject to PERS requirements.

Section 16. Deferred Compensation Plan:

City shall provide a Deferred Compensation Plan for La Grone. City shall match the first 2% contribution to La Grone 's Deferred Compensation Plan.

Section 17. Outside Employment:

During the term of the agreement, and any extensions thereof, La Grone shall only accept outside employment that involves teaching or training related to his profession. Any outside employment shall not interfere with La Grone's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 18. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of La Grone necessary for his continuation and full participation in national, regional, state and local associations and organizations as are desirable for his continued professional participation, growth, and advancement, and for the good of City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Affiliation with IACP Code of Ethics; California Police Chiefs Association; League of California Cities Police Chiefs Department:

During the term of this agreement and any extensions thereof, La Grone shall maintain membership in good standing in the International Association of Chiefs of Police and shall subscribe to and act in accordance with its "Law Enforcement Code of Ethics", as may be updated from time to time by the International Association of Chiefs of Police, which is incorporated by reference. City agrees to pay the costs of such membership. La Grone shall also maintain membership in good standing in the California Police Chiefs Association and the League of California Cities Police Chiefs Department.

Section 19. Professional Development:

- A. City agrees to budget for and to pay for travel and subsistence expenses of La Grone for professional and official travel, meetings, and occasions adequate to continue the professional development of La Grone and to adequately pursue necessary official functions for City, for example: California Police Chiefs Association, League of California Cities Police Chiefs Department and such other national, regional, state and local governmental groups and committees thereof which LaGrone serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- B. City also agrees to budget for and to pay for travel and subsistence expenses of La Grone for short courses, institutes and seminars that are necessary for his professional development and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.
- C. City will make available for La Grone to be reimbursed up to a maximum of \$1,500 per fiscal year for tuition, books and/or other related educational expenses based upon all of the following criteria being satisfied:

Reimbursement will be provided only under the following circumstances:

- 1. La Grone must be taking course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of a BA, BS, MA, MS.

2. Prior to enrollment, La Grone must submit a plan to obtain the desired job-related degree to the City Administrator.
3. Prior to reimbursement for the completed course, the member must submit documentation proving class completion with a grade of "B" or higher or a "Pass" grade for Pass/Fail courses and shall provide receipts for tuition, books and/or any other expenses for which La Grone desires reimbursement.

Section 20. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by La Grone, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Police's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 21. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and La Grone is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of La Grone 's civic club membership expenses.

Section 22. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify La Grone against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of La Grone's duties as Director of Public Safety, except for any civil action or proceeding brought against La Grone for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 23. Bonding:

City shall bear the full cost of any fidelity or other bonds required of La Grone under any law or ordinance.

Section 24. Other Terms and Conditions of Employment:

It is understood and agreed by City and LaGrone that La Grone is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, La Grone serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 25. Notices:

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
- B. TO LA GRONE: Bill La Grone at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 26. General Provisions:

- A. The text herein shall constitute the entire agreement between the parties.
- B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of La Grone.
- C. The agreement shall not be assigned by La Grone or City.
- D. The agreement shall not be modified without the written consent of La Grone and City.
- E. If any provision, or any portion thereof, contained in the agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held October 15, 2013.

CITY OF OROVILLE



Linda L. Dahlmeier, Mayor

BILL LA GRONE



Bill La Grone

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: USE OF THE 1922 BUICK FOR THE 5TH ANNUAL BUTTE COUNTY
OLIVE FESTIVAL**

DATE: JUNE 2, 2015

SUMMARY

The Council may consider a request from the Butte County Historical Society for permission to display the City's 1922 Buick at the Ehmann Home parking lot for the 5th Annual Olive Festival.

BACKGROUND

The 5th Annual Butte County Olive Festival is scheduled for Saturday, June 20, 2015 between 10:00 a.m. and 2:00 p.m. On May 20, 2015, the City received a letter from the Butte County Historical Society, inquiring if the City would be willing to take the 1922 Buick to the Ehmann Home parking lot during the Olive Festival.

FISCAL IMPACT

Cost of staff time associated with operating and securing the vehicle during the event.

RECOMMENDATIONS

Provide direction to staff, as necessary.

ATTACHMENTS

- A – Letter from the Butte County Historical Society
- B – Olive Festival Flyer

CC-10

EXHIBIT - A

BUTTE COUNTY HISTORICAL SOCIETY

POST OFFICE BOX 2195
OROVILLE, CALIFORNIA 95965-2195

May 20, 2015

City of Oroville
MAY 20 2015
Administration

City of Oroville
City Council
1735 Montgomery Street
Oroville, Ca. 95965

Dear Oroville City Council,

After seeing the 1922 Buick of Cornelia Lott's in the Feather Fiesta Parade this year, I was wondering if the car could be brought to the **5th Annual Butte County Olive Festival at the Ehmann Home Parking Lot** in Oroville, for showing, **Saturday, June 20, 2015, 10:00 a.m. To 2:00 p.m.**? (1480 Lincoln Street, Historic Downtown Oroville)

It is a magnificent car and of the period of when the Ehmanns lived in the Ehmann home at Robinson and Lincoln. I think the Ehmann's had a similar car. And, I think people would love to see Cornelia's car again and it would add so much in a special attraction to the Olive Festival.

May I extend an invitation to all of you to attend the Olive Festival, June 20th, 10-2.

Sincerely,

Alberta Tracy

Alberta Tracy

Chairman- 5th Annual Butte County Olive Festival

877-7436

EXHIBIT - B

**5th ANNUAL
BUTTE COUNTY**



OLIVE FESTIVAL

Celebrate The Olive!

**Saturday, June 20 • 10am-2pm
FREE ADMISSION**

**Tour the
"House That Olives Built"
Lunch Served 11am-1pm
Olive & Olive Oil Tastings
Ice Cream and Popcorn**

Free Live Music

Silent Auction

Antique Vendors

Art Show

1914 Model T's

Children's Craft Activity

Drawings

Beer Tasting

**WITH CRAFT BEERS FROM
FEATHER FALLS CASINO BREWING CO.**

**Held At The
Ehmann Home
ON THE CORNER OF
Lincoln St. & Robinson St.
OROVILLE, CA**



BUTTE COUNTY HISTORICAL SOCIETY

Info: (530) 533-9418 or (530) 877-7436

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
RICK WALLS, INTERIM CITY ENGINEER
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: SALE OF A JET FUEL FILTER TO THE CITY OF UKIAH

DATE: JUNE 2, 2015

SUMMARY

The Council may consider the sale of a City-owned jet fuel filter to the City of Ukiah.

DISCUSSION

On August 7, 2013, the Council approved the purchase of a used 300 gallon per minute (gpm) fuel filter pumping package (FFPP) from Mascott Equipment in support of the new full service jet fuel sales at the Airport. The idea behind this purchase was to allow for Table Mountain Aviation to quickly withdraw jet fuel from the City's jet fuel tank for subsequent full service sale. It was thought at the time that the demand for full service jet fuel would be such that the withdrawal of jet fuel from the City's tank using the self serve pumping system, which only pumps at 20 gpm, would be a significant inconvenience.

Full service fuel dispensing started in early 2012. Annual sales quantities for 2012, 2013 and 2014 were 3,582, 7,307 and 11,331 gallons respectively. Although the sales have increased each year, staff has concluded that the volumes do not warrant to use of a high flow filter and transfer pump in support of the full service jet fuel sales. The installation of the FFPP would require re-piping of the jet fuel tank, installation of an electrical service and construction of an equipment pad at a cost of approximately \$15,000. Maintenance of the filter is estimated to be about \$1,500 per year.

Staff reached out to the aviation community for interest in the purchase of the FFPP from the City. As a result, the City of Ukiah's Airport Manager contacted staff with interest in purchasing the FFPP for \$24,000. The City was reimbursed for the cost of the filter package from the Caltrans Division of Aeronautics (CDA) through the annual Aid to Airports Grant Program. Staff contacted CDA and was informed that if the City sells the fuel filter package, the City may retain the sale proceeds provided they are deposited into the Airport Fund.

On May 20, 2015 the City of Ukiah City Council approved the purchase of the FFPP as this equipment will provide a significant benefit to the jet fueling operations at the Ukiah Airport

CC-11

during fire season. The sale of the FFPP as discussed herein benefits both Cities. The FFPP would be picked up for delivery to Ukiah by Ukiah staff. The FFPP is being sold "as is" with no warranty.

FISCAL IMPACT

The sale proceeds will be deposited into the Airport Fund in the amount of \$24,000.

RECOMMENDATION

Authorize the sale of the City's Airport fuel filter pumping package to the City of Ukiah for \$24,000.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
RICK WALLS, INTERIM CITY ENGINEER
COMMUNITY DEVELOPMENT DEPARTMENT**

RE: PROJECT CONTRACT WITH WALBERG, INC.

DATE: JUNE 2, 2015

SUMMARY

The Council may consider a Project Contract with the lowest responsible bidder, Walberg, Inc., in the amount of \$55,544, for the Municipal Auditorium Storm Drain Repair Project (Project).

BACKGROUND

Since 2010, PG&E has been conducting an environmental investigation of a former manufactured gas plant (MGP) that was located within the Municipal Auditorium parking lot (Parking Lot A) in the early 1900's. The investigative work has consisted of drilling operations to collect soil and groundwater samples for chemical analysis and construct sampling wells. On September 5, 2012, while drilling for the purpose of collecting soil samples, the drill rig drilled through a City storm drain pipe located at the base of the stairs leading up to the Centennial Cultural. The borehole created by the drilling was backfilled with a cement grout which flowed into the storm drain pipe, effectively blocking it.

PG&E has volunteered to pay for all costs necessary to excavate and replace the section of blocked storm drain pipe. Because the property and the soil around the pipe are contaminated with MGP related hydrocarbons, the work to repair the pipe is subject to oversight by the State Department of Toxic Substances Control (DTSC). PG&E's consultant has prepared a Workplan for the storm drain pipe repair that has been approved by DTSC. Staff utilized the DTSC approved Workplan and developed plans, specifications and contract documents in order to advertise the Project for bid.

Staff advertised the Project for bid on April 15, 2015 and held a mandatory pre-bid meeting on April 22, 2015 with a bid due date of May 20, 2015. Two bids were received by the bid closing date, with the bid results summarized as follows:

BID OPENING SUMMARY STORM DRAIN PIPE REPAIR	
Bidder Name	Total Base Bid
Walberg, Inc.	\$55,544
Engineering/Remediation Resources Group, Inc.	\$57,246

The low bidder for the Project is Walberg, Inc., Chico, CA. A total of four companies attended the mandatory pre-bid meeting, and only two bids were submitted. This is likely due to the fact that the project is relatively small in scale and involves the excavation of contaminated soil requiring the contractor to possess a Hazardous Substance Removal Certification issued by the State of California Contractors State License Board. Staff has reviewed the prices in the submitted bid schedules and determined that the bid prices received are competitive.

Staff's funding recommendations for this project are as follows:

- Award a contract for the Project to Walberg, Inc. in the amount of \$55,544.
- Authorize a 20% contract contingency of \$11,109 due to the nature of the Project requiring the excavation and disposal of contaminated soil. There is uncertainty regarding whether disposal of the contaminated soil at a Class II landfill located in Wheatland, CA will be acceptable, or if disposal may be required at a Class I hazardous waste landfill at a higher unit cost. Disposal at the Kettleman Hills Class I landfill located approximately 300 miles south of Oroville will cost \$14,480 (Alternate Bid Item A-2), versus \$4,860 if the soil is not accepted at the Wheatland Class II landfill.

FISCAL IMPACT

The City will be reimbursed by PG&E for all Project costs pursuant to Agreement No. 3086 which was executed on October 7, 2014. A copy of Agreement No. 3086 is attached to this staff report.

RECOMMENDATIONS

1. Adopt Resolution No. 8372 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, WALBERG, INC., IN THE AMOUNT OF \$55,544 FOR THE MUNICIPAL AUDITORIUM STORM DRAIN PIPE REPAIR PROJECT – (Agreement No. 3126).
2. Authorize a 20% contingency, not to exceed \$11,109, for the Project.

ATTACHMENTS

Resolution No. 8372

Agreement No. 3126

Agreement No. 3086 (*Reimbursement Agreement with PG&E*)

**CITY OF OROVILLE
RESOLUTION NO. 8372**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECTR CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, WALBERG, INC., IN AN AMOUNT OF \$55,544, FOR THE MUNICIPAL AUDITORIUM STORM DRAIN PIPE REPAIR PROJECT

(Agreement No. 3126)

WHEREAS, the City of Oroville has received formal bids for the Municipal Auditorium Storm Drain Repair Project (Project); and

WHEREAS, Walberg, Inc. was the lowest responsive bidder for the Project.

NOW THERFORE, be it hereby resolved by the Oroville City Council as follows:

1. Walberg, Inc. is awarded the contract for the Project in the amount of \$55,544.
2. The Mayor is hereby authorized and directed to execute an Agreement with Walberg, Inc. for the Project. A copy of the Agreement is attached to this Resolution.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 2, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this 2nd day of June 2015, by and between City of Oroville (referred to herein as the "Owner" or the "City") and Walberg, Inc. (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

STORM DRAIN PIPE REPAIR PROJECT

3. CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$55,544. In no event shall Consultant's compensation exceed the amount of \$55,544 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court,

Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 60 working days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been made within 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a

penalty, but as liquidated damages the sum of One Hundred Dollars (\$100.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to State prevailing wages. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of

the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12. CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

15. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

16. RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

17. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

19. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications. A copy of California Public Contract Code Sections 20104 through 20104.6 is attached to this Contract.

21. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

a. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

22. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

23. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

AGENCY: City of Oroville (First Party)

By: _____
(Linda L. Dahlmeier)

Mayor
(Official Title)

CONTRACTOR: _____ (Second Party)

By: _____
(Authorized Representative)

(Official Title)

REIMBURSEMENT AGREEMENT FOR STORM WATER SYSTEM REPAIR

This Reimbursement Agreement for Storm Water System Repair (“Agreement”) is made and entered into by and between the City of Oroville, a California charter City (“City”), and Pacific Gas and Electric Company, a California corporation (“PG&E”), effective as of the latest date of execution by either party (“Effective Date”).

WHEREAS, City is the owner of certain real property located in downtown Oroville, bounded by Myers, Montgomery and Huntoon streets and used by the City for public parking (“Property”), as depicted on the map attached hereto and incorporated herein as Exhibit A.

WHEREAS, from approximately February 16, 2010 to April 28, 2011, PG&E conducted a voluntary environmental investigation on the Property, under the oversight of the California Department of Toxic Substances Control, to determine the type and extent of residues potentially remaining on the Property from the operation of a manufactured gas plant in the early 1900’s.

WHEREAS, from approximately April 29, 2011 to September 19, 2013, one of PG&E’s insurer’s, Resolute Management Inc. (“Resolute”), assumed full and complete control of the investigation on the Property. Resolute contracted with the consultant AECOM to perform the investigation, and during the investigation, AECOM or one of its subcontractors struck and damaged piping associated with City storm water system, at a depth of approximately 12 feet below ground surface at the approximate location shown on the attached Exhibit A.

WHEREAS, beginning in approximately September 20, 2013, PG&E re-assumed responsibility from Resolute for completing the environmental investigation of the Property and, if necessary, for performing a cleanup of the Property. The City intends to repair the damaged storm water system on the Property. While the storm water system was damaged by a contractor working for Resolute and not PG&E, and PG&E was not in any way directing or responsible for the investigatory work when the storm water system was damaged, PG&E has agreed to reimburse the City for the reasonable costs incurred by a City contractor in repairing the storm water system, as more fully set forth below.

NOW THEREFORE, in consideration of value received and the mutual covenants set forth and incorporated herein, the Parties agree as follows:

I. WORK AND REIMBURSEMENT OF COSTS

A. The City intends to retain a third-party contractor (“Contractor”) to perform the activities associated with the repair of the damaged storm water system, including excavation, pipe repair, backfilling, surface restoration and disposal of work-related materials (“Work”). Surface restoration may require the reasonable replacement of

PG&E and City of Oroville Reimbursement Agreement

concrete stairs, removal and replacement of portions of a retaining wall, removal and replacement of earth material and surface asphalt, and the removal of trees. The work may also require the offsite transport and disposal of an unknown quantity of contaminated soil to a legal disposal facility which may require the collection and chemical analysis of soil samples for characterization purposes prior to disposal. The City will advertise for bids from General Engineering A licensed contractors with a Hazardous Substances Removal Certification and will enter into an Agreement with the lowest responsible and qualified bidder. The City will select, oversee and pay the Contractor, and PG&E will have no involvement in or responsibility for the selection, oversight or payment of said Contractor. City assumes full responsibility for performance of the Work and agrees not to rely on any information or advice provided by PG&E in connection with the Work. City will permit PG&E to observe the Work, and if PG&E requests information about the Work or to take samples of soil or water from the Work area, City and its Contractor will provide reasonable cooperation to accommodate the request.

B. No later than fifteen (15) days prior to the commencement of the Work, the City will provide to PG&E the Contractor's bid estimate of the cost of the Work. PG&E agrees to reimburse the City for all reasonable costs incurred by the Contractor necessary to complete the Work. PG&E will pay amounts due within sixty (60) calendar days after receipt of a written request from the City for payment that shall include itemized invoices from the Contractor and sufficient supporting documentation as may be reasonably required to determine that the requested costs are reimbursable under the Agreement.

C. Upon PG&E's payment of costs as set forth above, PG&E will have no further obligations whatsoever with respect to the storm water system, including but not limited to the original damage or adequacy of the repair. City agrees to indemnify and hold PG&E harmless for any claim or action by any third party or the Contractor with respect to the Work or to the contractual relationship between City and Contractor.

D. The payment obligations set forth in this Agreement will terminate one calendar year from the Effective Date if the City has not completed the Work and submitted a request for reimbursement of any and all costs City believes it is entitled to receive under this Agreement.

II. MISCELLANEOUS PROVISIONS

A. City, their employees, contractors, subcontractors and agents, will comply with all local, state, and federal laws, statutes, ordinances, rules, regulations, and the DTSC approved "Environmental Workplan – Storm Water Pipe Repair" dated April 4, 2014, while performing the Work, including obtaining any necessary permits. If the Work entails the removal and disposal of material from the Property, City will sign any required hazardous or non-hazardous waste manifests.

PG&E and City of Oroville Reimbursement Agreement

B. This Agreement may be executed in any number of counterparts, all of which together shall constitute one original Agreement. By signing this agreement, City and PG&E confirm that they have the authority to sign.

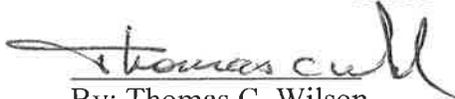
C. This Agreement supersedes all previous written or oral agreements between and representations by or on behalf of the Parties and constitutes the entire agreement with respect to the subject matter hereof. This Agreement shall be governed by the laws of the State of California, and may not be amended except by a written agreement executed by City and PG&E. City and PG&E shall use their best efforts to resolve any disputes under this agreement through mediation. In the event mediation fails, and legal action is commenced to enforce this Agreement or any provision hereof, the prevailing party shall be entitled to all costs of suit, including reasonable attorney's fees as set by the court.

D. This Agreement is not an admission of responsibility by City or PG&E for any contamination at or beneath the Owner's Property or for any actions or failures to act by the City or PG&E with respect to the storm water system. This Agreement shall not be construed or interpreted as an admission or concession of liability on the part of City or PG&E.

CITY OF OROVILLE


By: Linda L. Dahlmeier Dated: October 7, 2014

PACIFIC GAS AND ELECTRIC COMPANY


By: Thomas C. Wilson Dated: October 7, 2014
Director, Environmental Remediation

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
RICK WALLS, INTERIM CITY ENGINEER
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PROJECT CONTRACT WITH SOUTHWEST PIPELINE AND
TRENCHLESS CORPORATION**

DATE: JUNE 2, 2015

SUMMARY

The Council may consider a Project Contract with the lowest responsible bidder, Southwest Pipeline and Trenchless Corporation (Southwest), in the amount of \$1,085,493, for the Sewer Pipe Lining and Point Repairs Project (Project).

BACKGROUND

As part of an ongoing program to rehabilitate the City's sewer collection system, staff has developed a Project to interiorly line 22,833 linear feet (4.3 miles) of 6", 8", 10" 12" and 15" sewer main pipe. Additionally, the Project includes 33 locations where roadway excavation will be conducted to complete point repairs on pipes with structural defects. The Project was developed based on the condition assessment review of close circuit televising videos of all sewer mains internally televised through December 2013.

Staff advertised the Project for bid on March 20, 2015 and held a mandatory pre-bid meeting on March 25, 2015 with a bid due date of May 13, 2015. Five bids were received by the bid closing date, with the bid results summarized as follows:

BID OPENING SUMMARY OROVILLE SEWER PIPE LINING AND POINT REPAIRS	
Bidder Name	Total Base Bid
Southwest Pipeline	\$1,085,492.70
Michels Pipe Services	\$1,121,347.50
Nor Cal Pipeline Services	\$1,146,966.85
Express Sewer & Drain	\$1,156,121.50

The low bidder for the Project is Southwest, Torrence, CA. Staff has reviewed the prices in the bid schedule and determined that the bid prices are reasonable and very competitive.

Staff's funding recommendations for this project are as follows:

- Award a contract for the Project to Southwest Pipeline and Trenchless Corp in the amount of \$1,085,493.
- Authorize a 10% contract contingency of \$108,549 to only be used for unanticipated and legitimate change orders. Staff has identified after the bid was advertised at least two additional locations that require point repairs, and several additional locations where pipes require lining.

FISCAL IMPACT

Funds are available in the FY 2014/2015 Sewer Enterprise Fund budget.

RECOMMENDATIONS

1. Adopt Resolution No. 8373 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, SOUTHWEST PIPELINE AND TRENCHLESS CORPORATION, IN THE AMOUNT OF \$1,085,493, FOR THE SEWER PIPE LINING AND POINT REPAIRS PROJECT – (Agreement No. 3127).
2. Authorize a 10% contingency, not to exceed \$108,549 for the Project.

ATTACHMENTS

Resolution No. 8373
Agreement No. 3127

**CITY OF OROVILLE
RESOLUTION NO. 8373**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROJECT CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, SOUTHWEST PIPELINE AND TRENCHLESS CORPORATION, IN THE AMOUNT OF \$1,085,493, FOR THE SEWER PIPE LINING AND POINT REPAIRS PROJECT

(Agreement No. 3127)

WHEREAS, the City of Oroville has received formal bids for the 2015 Sewer Pipe Lining and Point Repairs Project (Project); and

WHEREAS, Southwest Pipeline and Trenchless Corp (Southwest) was the lowest responsive bidder for the Project.

NOW THEREFORE, be it hereby resolved by the Oroville City Council as follows:

1. Southwest is awarded the contract for the Project in the amount of \$1,085,403.
2. The Mayor is hereby authorized and directed to execute an Agreement with Southwest for the Project. A copy of the Agreement is attached to this Resolution.
3. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 2, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

PROJECT CONTRACT

THIS PROJECT CONTRACT (the "contract" or "Contract"), is made and entered into this 2nd day of June, 2015, by and between City of Oroville (referred to herein as the "Owner" or the "City") and Southwest Pipeline and Trenchless Corp (the "Contractor").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

1. THE CONTRACT DOCUMENTS.

The complete contract is comprised of and may or may not include: Invitation for Bids; Information for Bidders; Bid Schedule; Proposal Form; Bidder's Bond; Contract; General Conditions; Special Provisions; Technical Provisions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Orders; Supplemental Drawings Issued; Drawings; Specifications and Contract Documents; All addenda or bulletins issued during the time of bidding or forming a part of the documents loaned to the bidder for preparation of the bid; The complete plans and provisions, regulations, ordinances, codes, and laws incorporated therein or herein by reference or otherwise applicable to the Project.

All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. The documents comprising the complete contract are hereinafter referred to collectively as the Contract Documents.

2. THE WORK.

Contractor agrees to furnish all tools, apparatus, facilities, equipment, labor and materials (except that specifically mentioned as being furnished by others) necessary to perform and complete the work in a "good and workmanlike manner" as called for, and in the manner designated in, and in strict conformity with the Plans, Detail Specifications, and other Contract Documents which are identified by the signatures of the parties to this Contract and are, collectively, entitled:

PLANS AND SPECIFICATIONS SEWER PIPE LINING AND POINT REPAIRS - 2015

3. CONTRACT PRICE.

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$1,085,493. In no event shall Consultant's compensation exceed the amount of \$1,085,493 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment

For the purpose of fixing the amount of bonds referred to in the Instructions to Bidders, it is estimated by both Parties that the total contract price shall be based on the Contractor's Base Bid amount.

4. DISPUTES PERTAINING TO PAYMENT FOR WORK.

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an

action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

5. PAYMENT.

Not later than the 20th day of each calendar month, the Contractor shall make a partial payment request to the City on the basis of an estimate approved by the Engineer of the work performed since the last partial payment request during the preceding month by the Contractor with five percent (5%) of the amount of each such estimate retained by the City, until completion of the Project and the recordation of a Notice of Completion of all work covered by this Contract. The City shall make any partial payments provided for in this contract to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor. The City shall pay the Contractor interest on the amount of any portion of a partial payment, excluding retention amounts, not made to the Contractor within 30 days of the City's receipt of an undisputed and properly executed partial payment request from the Contractor at the legal rate set forth in California Code of Civil Procedure Section 685.010. Upon receipt of a partial payment request from the Contractor, the City shall review the partial payment request for the purpose of determining whether or not the partial payment request is a proper partial payment request. Any partial payment request determined by the City not to be a proper partial payment request suitable for payment shall be returned to the Contractor by the City within 14 days of the City's receipt of such partial payment request. A partial payment request returned to the Contractor by the City under the provisions of this section shall be accompanied by a written document setting forth the reason(s) why the partial payment request is not proper. The number of days for the City to make a certain partial payment provided for in this Contract, without incurring interest pursuant to this section, shall be reduced by the number of days by which the City exceeds the 14 day return period for such partial payment request, if determined to be improper, as set forth in this section. For the purposes of this section, a "partial payment" means all payments due to the Contractor under this contract, exclusive of that portion of the final payment designated as retention earnings. Also, for the purposes of this section, a partial payment request shall be considered properly executed by the City, if funds are available to pay the partial payment request and payment is not delayed due to an audit inquiry by the City's financial officer. The City will release Contractor's retention earnings within 45 days after recordation of Notice of Completion, as defined in California Civil Code Section 3093. Recordation of a Notice of Completion for the Project by the City shall constitute the City's acceptance of the Project work.

6. TIME FOR COMPLETION.

All work under this contract shall be completed within a period of 180 calendar days from the date of the Contractor's receipt of a Notice to Proceed from the City.

7. EXTENSION OF TIME.

If the Contractor is delayed by acts of negligence of the City, or its employees or those under it by contract or otherwise, or by changes ordered in the work, or by strikes, lockouts, fire, unavoidable casualties, or any causes beyond the Contractor's control, or by delay authorized by the City, or by any justifiable cause which the Engineer shall authorize, then the Contractor shall make out a written claim addressed to the City setting forth the reason for the delay and the extension of the time requested and forward a copy of the claim to the Engineer for approval. The Engineer will evaluate the claim and if the claim is justifiable, will request the City's approval. No such extension will be allowed unless written claim therefore has been made within 3 days after the delay became apparent.

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of One Hundred Dollars (\$100.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted. Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

8. LABOR PROVISIONS.

The project is subject to State prevailing wages. The contractor and all subcontractors on the project shall complete electronic reporting of prevailing wage rate reports through the Department of Industrial Relations, with copies of such reports to be provided to the City.

9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.

As used in the following provision, the term "laborers" and "mechanics" include watchmen and guards.

a. Overtime Requirements. Neither the Contractor nor any subcontractor contracting for any part of the Project which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek, whichever is greater.

b. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph a. above, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the City for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph a. above.

c. Withholding for Unpaid Wages and Liquidated Damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. above.

d. Working conditions. Neither the Contractor nor any subcontractor may require any laborer or mechanic employed in the performance of any contract to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to his health or safety as determined under construction safety and health standards (29 CFR Part 1926) issued by the Department of Labor.

e. Subcontracts. The Contractor and any subcontractor shall insert in any subcontracts the clauses set forth in paragraphs a. through d. and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d.

10. NONDISCRIMINATION.

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor

shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

The Contractor agrees to pay each subcontractor under this contract for satisfactory performance of its contract no later than 10 days from the receipt of each payment the Contractor receives from City. The Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

12. CIVIL RIGHTS.

The Contractor assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision binds the Contractor from the bid solicitation period through the completion of the contract. This provision shall be inserted in all subcontracts, subleases and other agreements at all tiers.

13. SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT.

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

14. SANCTIONS FOR NONCOMPLIANCE.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

15. INSPECTION OF RECORDS.

The Contractor shall maintain an acceptable cost accounting system. The City, the Federal Aviation Administration, the Comptroller General of the United States or any of their duly authorized representatives shall have access to any books, documents, paper, and records of the Contractor which are directly pertinent to this Contract or the Project for the purposes of making an audit, examination, excerpts, and transcriptions. The Contractor shall maintain all required records for 3 years after the City makes final payment and all other pending matters are closed.

16. RIGHTS IN INVENTIONS.

All rights to inventions and materials, if any, generated under this contract are subject to regulations issued by the City. Information regarding these rights is available from the City.

17. BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this Contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the City under this Contract. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

18. TERMINATION OF CONTRACT BY CITY

a. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of the Contractor's failure to fulfill its contract obligations. Upon receipt of such notice, services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in process, delivered to the City.

b. If the termination is for the convenience of the City, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the Contractor's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Contractor shall be liable to the City for any additional cost occasioned to the City thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the City. In such event, adjustment in the contract price shall be made as provided in the second paragraph of this clause.

e. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

19. INCORPORATION OF PROVISIONS.

The Contractor shall include the provisions of this contract in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations of directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. CONTRACTOR CLAIMS OF \$375,000 OR LESS.

Claims by the Contractor relating to the Project for (a) a time extension, (b) money or damages arising from work done by, or on behalf of, the Contractor on the Project for which payment is not expressly provided for or to which the Contractor is not otherwise entitled, or (c) an amount that is disputed by the City, with a value of \$375,000 or less, are subject to the claims procedures set forth in California Public Contract Code Sections 20104, et seq., except as otherwise provided in this Contract and the incorporated documents, conditions and specifications. A copy of California Public Contract Code Sections 20104 through 20104.6 is attached to this Contract.

21. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.

a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor or its subcontractors, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

a. If any funds other than Federal appropriated funds have been paid or will be paid by the Contractor or its subcontractors to any person for influencing or attempting to influence an officer or employee of the City, any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

22. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.

In entering into this Contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and/or subcontractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgement by the parties.

23. ENERGY CONSERVATION REQUIREMENTS

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163)

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

AGENCY: City of Oroville (First Party)

By: _____
(Linda L. Dahlmeier)

Mayor
(Official Title)

CONTRACTOR: _____ (Second Party)

By: _____
(Authorized Representative)

(Official Title)

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DONALD RUST, DIRECTOR (530) 538-2433
LUIS A. TOPETE, ASSOCIATE PLANNER (530) 538-2408
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: UTILITY ROUNDTABLE REGARDING FUTURE GROWTH AND
EXPANSION**

DATE: JUNE 2, 2015

SUMMARY

The Council may consider directing staff in regards to the City's involvement with reaching out to local utility agencies for discussions of future growth and expansion.

BACKGROUND

The Oroville Economic Alliance (OEA), which is coalition of business advocates and local agencies, including the City, is focused on promoting economic development in Oroville and all of Butte County. It has recently been suggested that the OEA would like to engage the Sewage Commission – Oroville Region (SC-OR), the Lake Oroville Area Public Utility District (LOAPUD) and the Thermalito Water and Sewer District (TWSD) to communicate the coalition's economic development efforts, goals, and give their leaders an opportunity to share their concerns/visions about the prospects for growth.

The initial idea suggested has been an informal roundtable forum where the following items can be discussed:

- Vision, efforts to date, current and future projects/strategies of OEA
- Opportunity for SC-OR, LOAPUD and TWSD to express their concerns/issues regarding growth and expansion
- Next steps for mitigating identified issues and including the utilities in the OEA partnership

FISCAL IMPACT

No fiscal impact at this time.

RECOMMENDATIONS

Provide staff direction, as necessary.

CC-14

ATTACHMENTS

Correspondence – Mike Glaze, General Manager of South Feather Water & Power Agency

Luis A.Topete

From: Glaze, Mike <glaze@southfeather.com>
Sent: Thursday, May 28, 2015 3:51 PM
To: Martinez, Art; Claudia Knaus (cknaus@orovillechamber.net); Don Rust; Jamie Hayes; Jennifer Macarthy (JMacarthy@buttecounty.net); Linda L. Dahlmeier; Luis A.Topete; Michael Phulps (mphulps@mtlwks.com)
Subject: Utility Round Table

In a phone conversation I had with Mayor Linda yesterday evening, she promoted the idea that it's time to engage SCOR, LOAPUD and TWSD to ensure they understand our economic development efforts and goals, and to give their leaders an opportunity to share their concerns/vision with us about the prospects for growth. And I agree with Linda's suggestion.

So, toward that end, I'd like this email to start a conversation about how best to engage our community's public utilities in our economic development efforts. The concept of a round table forum comes first to my mind – a casual, comfortable meeting in which: (1) OEA would talk about its vision, efforts to date, immediate future projects, and future strategies; (2) each of the utilities could talk about their issues regarding growth and expansion; (3) next steps determined for mitigating identified issues; and, (4) next steps identified for including the utilities in the OEA partnership and the economic-growth excitement that continues to build throughout the community.

I'd like to hear your thoughts about the concept (good idea, bad idea, not at this time, etc.), if/when/where it should happen, etc.

Mike

Michael Glaze, General Manager
South Feather Water and Power Agency
2310 Oro-Quincy Highway, Oroville, CA 95966
530-533-4624 (office)
530-370-3312 (cell)

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RUTH WRIGHT, FINANCE DIRECTOR;
DONALD RUST, DIRECTOR COMMUNITY DEVELOPMENT DEPARTMENT**

RE: 2015/2016 PRELIMINARY ANNUAL BUDGET

DATE: JUNE 2, 2015

SUMMARY

The Council will receive the 2015/2016 Preliminary Annual Budget for review. *(The Adopted Budget is required to be approved at the July 7, 2015 regular Council meeting.)*

DISCUSSION

The Council will receive a revised Preliminary Budget at the June 2, 2015 regular meeting, which will reflect updated staff analysis and recommendations, as well as additional direction given to staff during the May 26, 2015 Budget Workshop. Staff will be backing the 2015/16 Preliminary Annual Budget for a public hearing on June 16, 2015. The document approved July 7, 2015, will be the City's working Budget. Staff will review the Budget quarterly with Council during the October 20, 2015, January 19, 2016, and April 19, 2016 City Council meeting.

FISCAL IMPACT

Staff time to prepare and process the City's Annual Budget

RECOMMENDATIONS

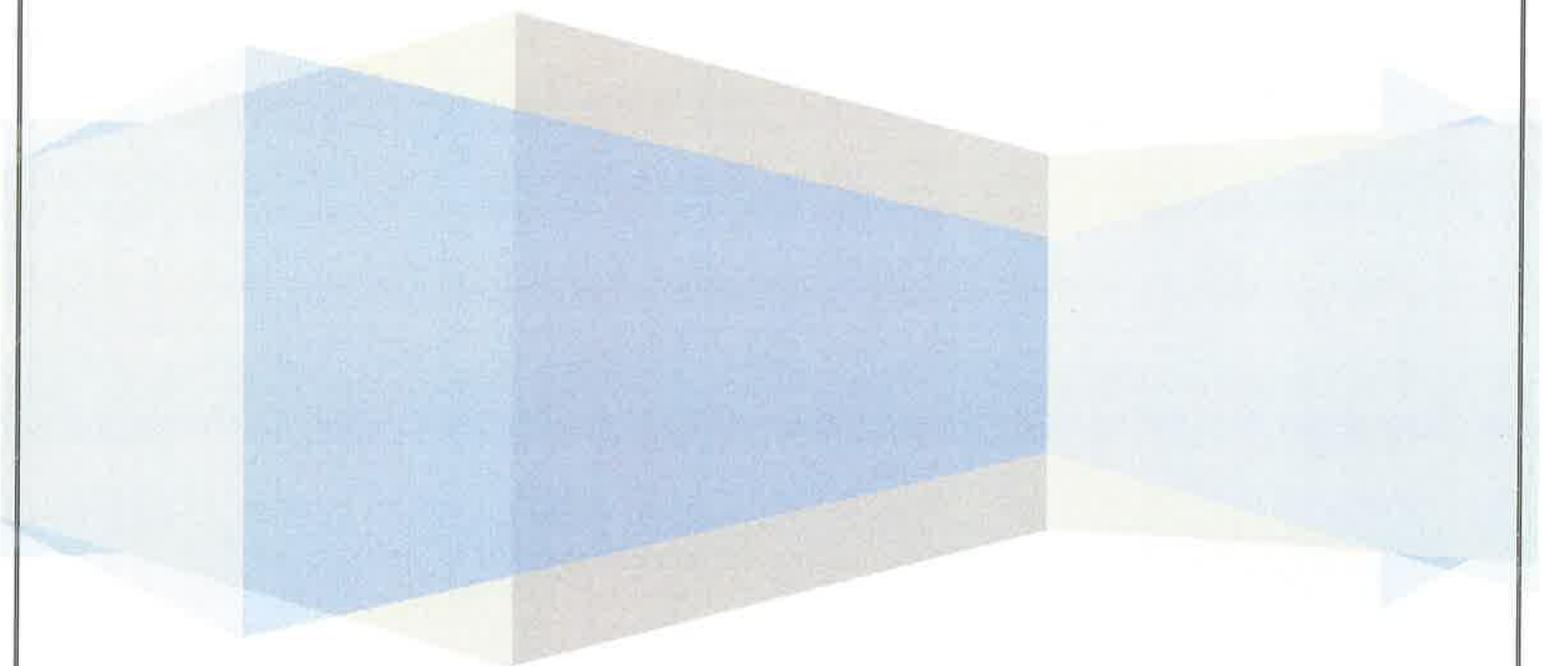
Provide direction to staff, as necessary.

ATTACHMENTS

Preliminary 2015-2016 Budget.

CC-15

**CITY OF OROVILLE
PRELIMINARY ANNUAL
BUDGET
2015-2016**





**CITY OF OROVILLE /
SUCCESSOR AGENCY**

PRELIMINARY BUDGET 2015-2016

CITY COUNCIL

Mayor, **Linda Dahlmeier**

Vice Mayor, **Thil Wilcox**

Council Member, **Jack Berry**

Council Member, **Marlene Del Rosario**

Council Member, **Art Hatley**

Council Member, **David Pittman**

Council Member, **JR Simpson**

CITY OFFICIALS

Elected

City Treasurer, **Karolyn Fairbanks**

Appointed

Acting City Administrator, **Don Rust**

City Attorney, **Scott E Huber**

Police and Fire Chief, **Bill LaGrone**

Director of Public Works, **Don Rust**

Director of Parks and Trees, **Don Rust**

Director of Planning and Development Services, **Don Rust**

Director of Finance, **Ruth Wright**



CITY OF OROVILLE /
SUCCESSOR AGENCY

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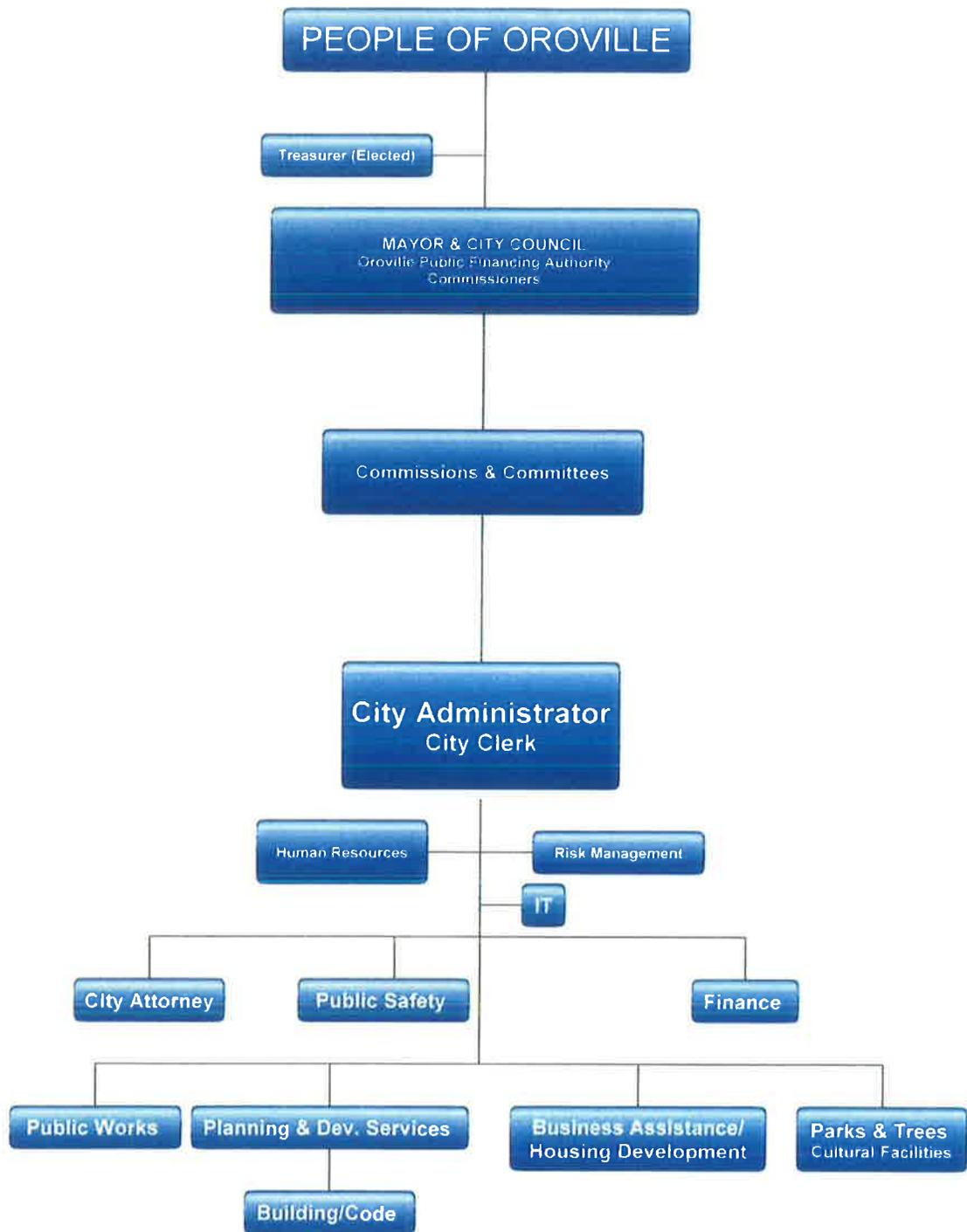
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MAYOR AND CITY COUNCIL MEMBERS

The City Council is composed of the Mayor and six Council Members.

As a legislative body, the Council determines levels of service to promote and protect the health, safety and welfare of the citizens.



Left to Right: JR Simpson, Art Hatley, Thil Wilcox, Mayor Linda Dahlmeier, Jack Berry, Marlene Del Rosario, David Pittman



Mission Statement

The City of Oroville is dedicated to serving the public,
ensuring the safety and vitality of the community,
and promoting prosperity for all.

Vision Statement

The City of Oroville will be a vibrant and thriving Community
with strong economic, recreational, and cultural opportunities,
where you can live, work and play, all in one day.

Core Values

Integrity & Honesty
Professionalism
Respect for Others
Customer Service
Open Communication
Accountability
Teamwork/Cooperation

CITY OF OROVILLE
BUDGET SUMMARIES

	SOURCES			USES			Balance
	Estimated Revenues	Annexation Area A & B	Total Sources	Operating Budget	Annexation Expenditures	Total Uses	
FISCAL YEAR 2015-16							
GENERAL FUND:							
Building & Code Enforcement	460,000		460,000	460,000		460,000	-
City Administration	-		-	1,452,490		1,452,490	(1,452,490)
City Council	-		-	138,576		138,576	(138,576)
Finance	-		-	580,407		580,407	(580,407)
Fire	71,200		71,200	1,888,104		1,888,104	(1,816,904)
Mayor	-		-	26,847		26,847	(26,847)
Parks and Trees	66,239		66,239	713,228		713,228	(646,989)
Planning & Development Svs	45,276		45,276	331,470		331,470	(286,194)
Police	561,645		561,645	5,307,871	303,664	5,611,535	(5,049,889)
Public Works/Streets	617,524		617,524	814,480		814,480	(196,955)
Treasurer	-		-	35,355		35,355	(35,355)
Non Departmental	10,374,714		10,374,714	144,108		144,108	10,230,607
	<u>12,196,599</u>	<u>-</u>	<u>12,196,599</u>	<u>11,892,935</u>	<u>303,664</u>	<u>12,196,599</u>	<u>-</u>

GENERAL FUND SUMMARY OF REVENUES

	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 YTD	2015-2016 Budget
DEPARTMENTS:					
Admin, EcoComEnhmnt, Clerk, HR, IT,	23,927	90,440	87,033	490	-
Risk Management	115,574	192,801	-	-	-
Finance	138,294	95,409	121,198	9,292	-
Accrued Leaves	-	-	-	-	-
Fire/Rescue	81,648	115,823	80,490	148,176	71,200
Police	310,906	386,553	422,012	371,501	561,645
Public Works/Streets	168,573	61,075	91,267	129,211	109,824
Planning & Development Services	38,396	44,672	99,643	33,957	45,276
Building & Code Enforcement	267,256	131,613	296,791	336,898	460,000
Parks and Trees	84,982	70,554	74,503	66,080	66,239
Subtotal Departments	1,229,554	1,188,940	1,272,937	1,095,605	1,314,184
Non-Departmental Revenues:					
Grants	-	5,000	-	-	-
Property Tax/RDA City Pass Thru	137,742	149,604	-	-	-
Property Tax	1,128,188	2,041,959	1,640,167	1,393,138	1,489,673
Sales and Use Tax	2,736,619	2,864,104	4,004,701	3,023,739	4,256,572
Documentary Transfer Stamps	26,733	23,356	32,120	30,118	40,157
Transient Occupancy Tax	363,530	338,862	426,190	340,543	454,057
Utility User	1,553,442	1,702,392	1,594,686	1,280,586	1,607,448
Franchise Tax	400,316	434,600	513,879	530,045	673,879
Other Intergovernmental Revenue	768,063	48,409	8,924	37,622	55,896
Motor Vehicle In-Lieu Tax	1,099,939	1,121,937	1,160,443	1,122,572	1,123,080
Use of Money & Property	77,403	99,834	18,843	14,655	13,409
Other Revenues	1,844,592	188,116	71,233	73,806	30,000
Subtotal Non-Departmental	10,136,567	9,018,173	9,471,186	7,846,824	9,744,171
TOTAL REVENUES	11,366,121	10,207,114	10,744,123	8,942,429	11,058,356
Transfers:					
Transfers-In Non-Departmental	1,158,596	602,961	708,719	595,264	630,543
Net Transfers-Departments	791,135	678,153	426,435	817,232	507,700
Transfers-Other	-	-	(74,391)	-	-
Subtotal Transfers	1,949,731	1,281,114	1,060,763	1,412,496	1,138,243
TOTAL REVENUES & SOURCES	13,315,852	11,488,229	11,804,886	10,354,925	12,196,599

**GENERAL FUND SUMMARY OF EXPENDITURES AND USES
BY DEPARTMENT
FISCAL YEAR 2015 - 2016**

Departments	Dept.#	2012-13 Actual	2013-14 Actual	2014-15 YTD	2015-16 Budget
Mayor	1005	37,765	27,820	19,692	26,847
City Council	1000	78,321	80,542	94,979	138,576
Treasurer	1550	25,288	27,018	30,225	35,355
Office of the City Administrator:					
City Administrator	1400	212,589	219,516	242,953	-
Economic Community Enhancement	1450	301,911	106,040	45,251	58,152
Information Technology	1475	-	-	233,526	383,957
City Attorney	1100	150,431	242,001	242,000	242,000
City Clerk	1200	87,977	124,541	159,356	197,652
Human Resources	1300	119,455	136,943	115,397	139,631
Risk Management	7100	311,405	265,853	257,666	337,283
City Hall	1700	130,854	118,603	100,316	93,815
Finance Department:					
Finance	1500	555,102	679,740	464,885	580,407
Non-Departmental	7200	1,833,950	2,227,559	173,531	83,397
Post Employment Liabilities	1525	-	-	36,083	60,711
Fire Department:					
Fire / Rescue	2000	2,254,242	2,002,621	1,645,560	1,888,104
Police Department:					
Police	2500	4,786,307	4,617,890	4,715,325	5,307,871
Public Works					
Administration	3000	361,494	242,425	281,126	197,561
Streets	3100	760,022	561,721	793,287	616,919
Planning & Development Services					
Planning	1600	275,409	275,323	303,398	331,470
Building	2990	249,756	290,374	420,887	460,000
Parks and Trees Department:					
Administration	5000	253,192	105,515	76,250	71,380
Operations	5005	570,274	572,893	473,753	512,867
Centennial Cultural Center	1755	8,533	4,000	7,400	6,684
Pioneer Museum	5010	4,407	3,071	4,500	3,369
Bolt Museum	5015	10,009	8,900	10,600	8,700
Chinese Temple	5020			24,000	24,000
Lott Home	5030			50,829	50,829
State Theater	5040			35,400	35,400
Total Expenditures and Uses (by Dept.)		13,378,693	12,940,909	11,058,174	11,892,935

OFFICE OF THE CITY ADMINISTRATOR

This office is headed by the City Administrator, who is ultimately responsible for all City functions and departments. The divisions under the direction of this Department include: Economic Development, City Attorney, City Clerk, Human Resources, Risk Management, City Hall, Information Technology and the Supplemental Benefits Fund.

Budget Description	Budget No.	2012-13 Actual	2013-14 Actual	2014-15 YTD	2015-16 Budget
General Fund Operating Expenses					
Administration	1400	212,589	219,516	242,953	-
City Attorney	1100	150,431	242,001	205,489	242,000
City Clerk	1200	87,977	124,541	159,356	197,652
Human Resources	1300	119,455	136,943	115,397	139,631
Economic Community Enhancement	1450	301,911	106,040	45,251	58,152
Information Technology	1475	Moved from Finance		233,526	383,957
City Hall	1700	130,854	118,603	100,316	93,815
Risk Management	7100	311,405	265,853	257,666	337,283
Total General Fund Expenses		1,314,622	1,213,497	1,359,954	1,452,490

Authorized Personnel

Position-Title	2012-13 FTE	2013-14 FTE	2014-15 FTE	2014-15 FTE
Administration				
City Administrator	1	1	1	1
Assistant City Clerk	-	1	1	1
Administrative Assistant	2	1	1	1
Economic Development Manager (Frozen)	1	-	-	-
Program Specialist (.2 FTE Frozen -Voluntary)	2	1	1	1
Human Resources				
Human Resource Analyst II	1	1	1	1
Information Technology				
Information Technology Manager			1	1
GIS Specialist			1	1
Total	7	5	7	7

**OFFICE OF THE CITY ADMINISTRATOR
ADMINISTRATION**

Activity

This office is headed by the City Administrator, who is ultimately responsible for all City functions and departments.

FUND: 001

DEPARTMENT: 1400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Transfers	-	17,985	7,600	7,600	-
Departmental Revenue	40,394	-	-	-	-
Total Revenues	<u>40,394</u>	<u>17,985</u>	<u>7,600</u>	<u>7,600</u>	<u>-</u>
Expenses					
Salaries/Benefits	189,793	201,230	220,697	220,697	-
Services/Supplies	22,796	18,286	25,089	22,256	-
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>212,589</u>	<u>219,516</u>	<u>245,786</u>	<u>242,953</u>	<u>-</u>

**OFFICE OF THE CITY ADMINISTRATOR
CITY ATTORNEY**

Activity

The City Attorney is a contracted service that provides the City with legal advice, legal services, and direction in the administration of public policy and risk management. The City currently contracts with one firm for legal services.

**FUND: 001
DEPARTMENT: 1100**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Transfers In	-	-	-	-	-
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenses					
Services/Supplies	150,431	242,001	242,000	205,489	242,000
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
Total Expenses	<u>150,431</u>	<u>242,001</u>	<u>242,000</u>	<u>205,489</u>	<u>242,000</u>

**OFFICE OF THE CITY ADMINISTRATOR
CITY CLERK**

Activity

The City Administrator is the City Clerk who, directs the Assistant City Clerk in the preparation of agendas, documents and minutes; provision of information to the public; coordination of bid processes; conduction of municipal elections, and also maintains legislative history files.

FUND: 001

DEPARTMENT: 1200

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	46	125	4	91	-
Transfers		7,333	-	-	-
Total Revenues	<u>46</u>	<u>7,458</u>	<u>4</u>	<u>91</u>	<u>-</u>
Expenses					
Salaries/Benefits	67,309	99,112	155,922	128,673	165,741
Services/Supplies	20,668	25,429	46,318	30,683	31,911
Capital Outlay	-	-	-	-	0
Other	-	-	-	-	0
Total Expenses	<u>87,977</u>	<u>124,541</u>	<u>202,240</u>	<u>159,356</u>	<u>197,652</u>

**OFFICE OF THE CITY ADMINISTRATOR
HUMAN RESOURCES**

Activity

Human Resources is responsible for all activities including recruitment, orientation, benefits administration, labor negotiations, worker's compensaton, risk management, safety coordinator, Department of Transportation program, Employer Pull-Notice Program, FMLA/CFRA/PDL/ADA leave coordinator, city-wide annual performance evaluations, and assists and advises all departments in personnel matters.

FUND: 001

DEPARTMENT: 1300

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Transfer In	-	-	-	-	-
Departmental Revenues	-	1,645	550	-	-
Total Revenues	<u>-</u>	<u>1,645</u>	<u>550</u>	<u>-</u>	<u>-</u>
Expenses					
Salaries/Benefits	105,519	111,830	112,980	96,879	114,940
Services/Supplies	13,936	25,113	32,760	18,518	24,691
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
Total Expenses	<u>119,455</u>	<u>136,943</u>	<u>145,740</u>	<u>115,397</u>	<u>139,631</u>

**OFFICE OF THE CITY ADMINISTRATOR
ECONOMIC COMMUNITY ENHANCEMENT**

Activity

This department uses available resources to promote Economic Development and Community Enhancement.

FUND: 001

DEPARTMENT: 1450

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	21,950	3,829	-	389	-
Other Local Government	25,000	31,531	-	-	-
Loan Repayments	1,900	-	-	-	-
Transfers-In	1,150	-	-	-	-
Total Revenues	<u>50,000</u>	<u>35,360</u>	<u>-</u>	<u>389</u>	<u>-</u>
Expenses					
Salaries/Benefits	213,778	71,796	27,896	24,194	30,300
Services/Supplies	88,133	34,244	49,114	20,889	27,852
Capital Outlay	-	-	-	-	0
Transfers-Out	-	-	168	168	0
Total Expenses	<u>301,911</u>	<u>106,040</u>	<u>77,178</u>	<u>45,251</u>	<u>58,152</u>

**OFFICE OF THE CITY ADMINISTRATOR
INFORMATION TECHNOLOGY**

Activity

Information Technology delivers quality citywide technology solutions, services, and support to enable the City to fulfill its' mission, vision, and goals.

FUND: 001

DEPARTMENT: 1475

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	-	-	-	10	-
Transfers-In	-	-	-	-	-
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>10</u>	<u>-</u>
Expenses					
Salaries/Benefits	-	-	211,954	177,204	224,916
Services/Supplies	-	-	130,445	56,322	159,041
Capital Outlay	-	-	133,250	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>-</u>	<u>-</u>	<u>475,649</u>	<u>233,526</u>	<u>383,957</u>

**OFFICE OF THE CITY ADMINISTRATOR
CITY HALL**

Activity

City Hall is the building that facilitates the consistent operation of general City functions, including Council Chambers, Conference Rooms and other Administrative needs.

FUND: 001

DEPARTMENT: 1700

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	-	8	-	-	-
Transfers-In	25,441	24,577	-	36,310	-
Total Revenues	<u>25,441</u>	<u>24,585</u>	<u>-</u>	<u>36,310</u>	<u>-</u>
Expenses					
Salaries/Benefits	59,462	63,737	56,579	50,890	57,528
Services/Supplies	32,657	35,866	44,053	27,215	36,287
Capital Outlay	19,735	-	43,500	22,211	-
Transfers-Out	19,000	19,000	-	-	-
Total Expenses	<u>130,854</u>	<u>118,603</u>	<u>144,132</u>	<u>100,316</u>	<u>93,815</u>

**OFFICE OF THE CITY ADMINISTRATOR
RISK MANAGEMENT**

Activity

Risk Management is responsible for activities which include risk assessment, safety committee, NCCSIF Joint Powers Authority member representative, liability insurance, claims management, safety training, safety policies and procedures.

FUND: 001

DEPARTMENT: 7100

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Other Revenue	192,801	-	-	-	-
Expenses					
Prop. Damage Claim	15,000	-	30,000	3,000	30,000
Liability Insurance	245,395	242,036	205,000	242,036	290,443
Property/Other Ins.	12,228	12,630	13,000	12,630	16,840
Outside Services	38,719	11,187	76,391	-	-
Other	63	-	100	-	-
Transfer out	-	-	-	-	-
Total Expenses	311,405	265,853	324,491	257,666	337,283

CITY COUNCIL

Activity

The City Council is composed of six council members. As a legislative body, the City Council determines levels of service to promote and protect the health, safety and welfare of the citizens.

FUND: 001

DEPARTMENT: 1000

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Expenses					
Salaries/Benefits	58,835	62,590	111,745	86,719	108,030
Services/Supplies	19,486	17,952	5,598	8,260	30,546
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
Total Expenses	78,321	80,542	117,343	94,979	138,576

MAYOR

Activity

The Mayor is a member of the City Council. As Executive of the legislative body, the Mayor assists in determining levels of service to promote and protect the health, safety and welfare of the citizens.

FUND: 001

DEPARTMENT: 1005

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Expenses					
Salaries/Benefits	17,022	20,692	26,333	16,800	21,991
Services/Supplies	20,743	7,128	6,275	2,892	4,856
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
Total Expenses	37,765	27,820	32,608	19,692	26,847

TREASURER

Activity

The elected City Treasurer has direct responsibility for management of all city investments and safeguarding of public monies with primary objectives of Safety, Liquidity and Return on Investment in compliance with the approved Investment Policy and California Government Code.

FUND: 001

DEPARTMENT: 1550

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Expenses					
Salaries/Benefits	23,331	25,251	26,140	29,302	34,124
Services/Supplies	1,957	1,767	1,846	923	1,231
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
Total Expenses	<u>25,288</u>	<u>27,018</u>	<u>27,986</u>	<u>30,225</u>	<u>35,355</u>

FINANCE DEPARTMENT

The Director of Finance manages the Finance and Accrued Leave Funds.

Budget Description	Dept. No.	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
General Fund Expenses						
Finance Department	1500	555,102	679,740	679,740	464,885	580,407
Accrued Leaves	1525	-	-	-	36,083	60,711
Total General Fund Expenses		555,102	679,740	679,740	500,968	641,118

Authorized Personnel

Position-Title	2012-13 FTE	2013-14 FTE	2014-15 FTE	2015-16 FTE
<u>Finance Department</u>				
Director of Finance	1	1	1	1
Accounting Manager (Frozen)	1	1	-	-
Accountant (1 Frozen)	2	1	1	1
Accounting Technician	3	3	3	3
IT Manager (Moved to Administration)	1	1	-	-
Total FTE	8	7	5	5

FINANCE DEPARTMENT

Activity

The Finance Department provides accounting, financial management and planning services to the City, the Successor Agency, and the Oroville Public Financing Authority. This includes maintenance of the financial statements, budget preparation, vendor payments, billing, payroll debt management, grant accounting, central stores, assisting the City Administrator with risk management, and the Treasurer with cash management.

FINANCE DEPARTMENT EXPENDITURES

FUND: 001

DEPARTMENT: 1500

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	95,409	95,611	17,106	9,292	-
Transfers-In	-	25,587	4,532	-	-
Total Revenues	<u>95,409</u>	<u>121,198</u>	<u>21,638</u>	<u>9,292</u>	<u>-</u>
Expenses					
Salaries/Benefits	473,823	566,415	397,772	321,103	475,381
Services/Supplies	79,216	113,325	223,850	143,782	105,026
Capital Outlay	2,063	-	-	-	-
Other	-	-	-	-	-
Total Expenses	<u>555,102</u>	<u>679,740</u>	<u>621,622</u>	<u>464,885</u>	<u>580,407</u>

ACCRUED LEAVE PAYOUT

Activity

This department was established in FY 2015 to account for compensable leave and retiree premium payments in accordance with the City's Reserve Policy and employee agreements. Actual costs will be matched with transfers from the accrued leave reserve, an assigned General Fund reserve. Funds remaining in vacant positions will be used towards these prior to utilizing this account.

FUND: 001

DEPARTMENT: 1525

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Interest	-	-	-	-	-
Other Revenues	-	-	5,500	5,215	5,500
Transfers	-	-	85,500	-	-
Total Revenues	-	-	91,000	5,215	5,500
Expenses					
Premium Expense	-	-	78,304	36,083	48,111
Leave Pay Out	-	-	12,600	-	12,600
Transfer-out	-	-	-	-	-
Total Expenses	-	-	90,904	36,083	60,711

**PLANNING & DEVELOPMENT SERVICES /
BUILDING AND CODE ENFORCEMENT**

The Planning & Development Services Director manages and directs Planning, Building and Code Enforcement Divisions. The Department provides support to Council-appointed Commissions and Committees; ensuring compliance with applicable laws and regulations dealing with the Oroville Municipal Code, General Plan, State and Federal laws, development of area plans, neighborhood plans, special studies, the appropriate level of environmental reviews, design guidelines, historic preservation programs and annexations. In addition, the department coordinates various land use functions to create efficiencies in the delivery of land use services: permit reviews and issuance, building inspections, zoning clearances, use permits, variances, code compliant reviews, investigations and graffiti removal.

Budget Description	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
General Fund Expenses					
Planning & Development Services	275,409	275,323	303,398	303,398	331,470
Building/Code Enforcement	249,756	290,374	420,887	270,605	460,000
Total General Fund Expenses	275,409	275,323	303,398	303,398	331,470

Code Enforcement (Grant Funded)

Authorized Personnel Position-Title	2012-13 FTE	2013-14 FTE	2014-15 FTE	2014-15 FTE
Director of Community Development Svc	1	1	1	1
Planning Administrative Assistant (Frozen)	1	-	-	-
Associate Planner	1	-	1	1
Assistant Planner (Frozen)	1	1	-	-
Counter Technician	1	1	1	1
Building Official	1	1	1	1
Building Inspector	1	0	1	1
Senior Code Enforcement Specialist	-	-	1	1
Code Enforcement Specialist	-	-	1	1
Code Enforcement Staff Assistant (80&Grant Funded June 2016)	1	1	1	1
Total FTE	8	5	8	8

**PLANNING & DEVELOPMENT SERVICES
ADMINISTRATION DIVISION**

Activity

Planning provides the services of staff to the Planning Commission and the Development Review Board, zoning implementation, subdivision mapping, General Plan amendments, Use permits, and many other City land use and functions.

**FUND: 001
DEPARTMENT: 1600**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	44,672	59,585	430,468	33,957	45,276
Transfers-In	-	40,058	95,000	-	-
Total Revenues	<u>44,672</u>	<u>99,643</u>	<u>525,468</u>	<u>33,957</u>	<u>45,276</u>
Expenses					
Salaries/Benefits	258,865	231,356	268,885	239,134	282,717
Services/Supplies	16,544	43,967	435,857	64,264	48,753
Capital Outlay	-	-	-	-	-
Other	-	-	-	-	-
Total Expenses	<u>275,409</u>	<u>275,323</u>	<u>704,742</u>	<u>303,398</u>	<u>331,470</u>

**PLANNING & DEVELOPMENT SERVICES
BUILDING / CODE ENFORCEMENT**

Activity

The Building Department provides building code inspections, enforcement and development of building codes, issuing business licenses, building permits and other housing and building code services.

FUND: 001

DEPARTMENT: 2990

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	131,613	292,071	419,204	336,898	460,000
Transfers-In	-	4,720	-	-	-
Total Revenues	<u>131,613</u>	<u>296,791</u>	<u>419,204</u>	<u>336,898</u>	<u>460,000</u>
Expenses					
Salaries/Benefits	230,971	201,272	373,684	231,234	306,812
Services/Supplies	18,785	84,367	47,203	39,371	47,245
Transfers-Out	-	4,735	-	-	105,943
Capital Outlay	-	-	-	-	-
Total Expenses	<u>249,756</u>	<u>290,374</u>	<u>420,887</u>	<u>270,605</u>	<u>460,000</u>

FIRE DEPARTMENT FIRE/RESCUE

Activity

The Department maintains quality training, fire prevention/educational activities, equipment, emergency responses and customer services to the City. The Director of Public Safety oversees this department including the fire inspections.

FUND: 001

DEPARTMENT: 2000

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	107,447	80,490	53,400	148,176	71,200
Transfers-In	8,376	-	-	-	-
Total Revenues	<u>115,823</u>	<u>80,490</u>	<u>53,400</u>	<u>148,176</u>	<u>71,200</u>
Expenses					
Salaries/Benefits	2,121,847	1,868,046	1,806,152	1,462,058	1,722,907
Services/Supplies	122,815	144,821	150,750	137,664	165,197
Capital Outlay	9,580	11,881	45,719	45,838	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>2,254,242</u>	<u>2,024,748</u>	<u>2,002,621</u>	<u>1,645,560</u>	<u>1,888,104</u>

Authorized Personnel

Position-Title	2012-13 FTE	2013-14 FTE	2014-15 FTE	2015-16 FTE
Fire Department				
Fire Chief (Frozen)	1	-	-	-
Deputy Fire Chief	1	-	1	1
Battalion Chief	1	1	1	1
Fire Captain	3	3	3	3
Fire Engineer (3 Frozen)	9	6	6	6
Fire Fighter	3	9	7	7
Fire Admin Assistant (Frozen)	1	-	-	-
Total FTE	<u>19</u>	<u>19</u>	<u>18</u>	<u>18</u>

POLICE DEPARTMENT

Activity

The department exists for the purpose of maintaining social order within prescribed ethical and constitutional limits. As an agency of Municipal Government, the department will promote community safety through full cooperation and coordination with other agencies. The department is also responsible for Code Enforcement.

FUND: 001

DEPARTMENT: 2500

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	264,682	353,179	370,000	214,984	351,645
Transfers-In	121,871	68,833	313,035	156,517	210,000
Total Revenues	386,553	422,012	683,035	371,501	561,645
Expenses					
Salaries/Benefits	4,394,887	4,231,056	4,347,184	3,750,712	4,598,645
Services/Supplies	381,578	381,787	653,157	591,022	709,226
Capital Outlay	9,842	5,047	577,700	373,591	-
Transfers-Out	-	-	-	-	-
Total Expenses	4,786,307	4,617,890	5,578,041	4,715,325	5,307,871

Authorized Personnel

Position-Title	2012-13 FTE	2013-14 FTE	2014-15 FTE	2015-16 FTE
Police Department				
Chief	1	1	1	1
Assistant Chief	-	1	1	1
Lieutenant (Frozen)	1	1	-	-
Sergeant	5	5	5	5
Police Officer - (1 frozen, 3 vacant)	18	12	17	17
Detective (Filled and funded by a Rotational Assignment of Police Officers.)	1	1	-	-
Administrative Assistant (Frozen)	2	2	1	1
Public Safety Communication Specialist Supervisor (Frozen)	-	-	-	-
Public Safety Communication Specialist	7	7	9	9
Crime Analyst/IT Officer (Frozen)	1	1	-	-
Evidence Technician	1	1	1	1
Police Records Technician (Grant funded only)	1	1	-	-
Police Records Technician	1	1	1	1
Community Service Officers - (1 Frozen, .5 vacant)	3	3	2	2
Total FTE	42	36	38	38

**PUBLIC WORKS
ADMINISTRATION DIVISION**

Activity

To administer the affairs of Public Works. The Department provides engineering, capital project management, coordination of Public Works Department efforts and other duties as needed.

**FUND: 001
DEPARTMENT: 3000**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	43,038	72,788	63,800	25,362	54,007
Transfers-In	-	-	103,000	-	103,000
Total Revenues	<u>43,038</u>	<u>72,788</u>	<u>166,800</u>	<u>25,362</u>	<u>157,007</u>
Expenses					
Salaries/Benefits	334,575	218,956	231,601	154,131	174,235
Services/Supplies	26,919	23,469	49,525	19,438	23,326
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>361,494</u>	<u>242,425</u>	<u>281,126</u>	<u>173,569</u>	<u>197,561</u>

STREETS DIVISION

Activity

To specifically provide maintenance, management and improvements of the City's streets for the purpose of increasing quality of life and access within the City limits.

FUND: 001

DEPARTMENT: 3100

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	18,037	18,479	46,269	103,849	55,817
Grants	-	-	80,528	-	-
Transfers-In	678,153	426,435	280,919	280,918	404,700
Total Revenues	<u>696,190</u>	<u>444,914</u>	<u>407,716</u>	<u>384,767</u>	<u>460,517</u>
Expenses					
Salaries/Benefits	385,917	294,459	332,420	274,214	334,981
Services/Supplies	374,105	267,262	344,136	234,948	281,938
Capital Outlay	-	-	116,731	115,454	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>760,022</u>	<u>561,721</u>	<u>793,287</u>	<u>624,616</u>	<u>616,919</u>

PARKS AND TREES DEPARTMENT

The Public Works Director manages the Parks Administration and Operating budgets which includes the Chinese Temple and Lott Home Museums, as well as the budgets for the Pioneer Museum, Bolt Museum, Nature Center and the State Theater.

Budget Description	2012-2013 Actual	2013 -2014 Actual	2014-2015 Budget	2014-2015 YTD	2015-2016 Budget
General Fund Expenses					
Parks and Trees Administration	253,192	105,515	76,250	65,922	71,380
Operations	570,274	572,893	473,753	424,552	512,867
Centennial Cultural Center	8,533	4,000	7,400	5,570	6,684
Pioneer Museum	4,407	3,071	4,500	2,466	3,369
Bolt Museum	10,009	8,900	10,600	8,029	8,700
Chinese Temple			Budget new FY 2014-15	-	21,274
Lott Home			Budget new FY 2014-15	-	38,977
State Theater			Budget new FY 2014-15	-	22,349
Total General Fund Expenses	846,415	694,379	572,502	589,139	713,228

Authorized Personnel

Position-Title	2012-13 FTE	2013-14 FTE	2014-15 FTE	2015-16 FTE
Parks and Trees Department				
Director of Parks & Trees (Frozen)	1	-	1	-
Administrative (Staff) Assistant (Frozen)	1	-	1	-
Parks Maintenance Technician III	2	1	2	1
Public Works Supervisor	-	1	-	1
Cultural Facilities Coordinator (Frozen)	1	-	1	-
Tech Director/Facility Operator - (Frozen)	1	-	1	-
Seasonal Worker (4 months)	-	-	-	0
Parks Maintenance Technician II	3	3	3	3
Parks Maintenance Technician I	1	1	1	1
Total FTE	10	6	10	6
Volunteer Hours	2,774	3,182	3,182	4,274

**PARKS AND TREES DEPARTMENT
ADMINISTRATION DIVISION**

Activity

This Department provides management of the City's Parks and Trees Department and ensures the development of the City recreation facilities at the levels desired by the citizens of Oroville.

FUND: 001

DEPARTMENT: 5000

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	-	57	50	3,864	-
Lease Proceeds	-	-	-	-	-
Transfers-In	-	-	-	-	-
Total Revenues	<u>-</u>	<u>57</u>	<u>50</u>	<u>3,864</u>	<u>-</u>
Expenses					
Salaries/Benefits	182,732	32,629	-	-	-
Services/Supplies	70,460	72,886	76,250	65,922	71,380
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>253,192</u>	<u>105,515</u>	<u>76,250</u>	<u>65,922</u>	<u>71,380</u>

**PARKS AND TREES DEPARTMENT
OPERATIONS DIVISION**

Activity

This division of the department provides the labor for maintenance of the City Parks and Trees and the City's Cultural facilities for the purpose of maintaining a quality of life desired by the Oroville citizenry.

**FUND: 001
DEPARTMENT: 5005**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	67,144	68,456	64,300	30,602	40,803
Transfers-In	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Revenues	67,144	68,456	64,300	30,602	40,803
Expenses					
Salaries/Benefits	373,362	392,976	366,436	310,451	375,945
Services/Supplies	194,667	179,917	107,317	114,101	136,922
Capital Outlay	1,690	-	-	-	-
Transfers-Out	<u>555</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenses	570,274	572,893	473,753	424,552	512,867

**PARKS AND TREES DEPARTMENT
CENTENNIAL CULTURAL CENTER**

Activity

To record and account for revenues and expenses of the Centennial Cultural Center.

**FUND: 001
DEPARTMENT: 1755**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	148	-	-	3,584	3,584
Transfers-In	-	-	-	-	-
Total Revenues	<u>148</u>	<u>-</u>	<u>-</u>	<u>3,584</u>	<u>3,584</u>
Expenses					
Salaries/Benefits	148	-	-	-	-
Services/Supplies	8,385	4,000	7,400	5,570	6,684
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>8,533</u>	<u>4,000</u>	<u>7,400</u>	<u>5,570</u>	<u>6,684</u>

**PARKS AND TREES DEPARTMENT
PIONEER MUSEUM**

Activity

This budget accounts for the activities of the Pioneer Museum.

**FUND: 001
DEPARTMENT: 5010**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	1,875	1,647	1,700	1,189	1,512
Transfers-In	-	-	-	-	-
Total Revenues	<u>1,875</u>	<u>1,647</u>	<u>1,700</u>	<u>1,189</u>	<u>1,512</u>
Expenses					
Salaries/Benefits	-	-	-	-	-
Services/Supplies	4,407	3,071	4,500	2,466	3,369
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>4,407</u>	<u>3,071</u>	<u>4,500</u>	<u>2,466</u>	<u>3,369</u>
Volunteer Hours	571	574	574	574	574

**PARKS AND TREES DEPARTMENT
BOLT'S MUSEUM**

Activity

This budget accounts for the activities of the Bolt's Museum.

**FUND: 001
DEPARTMENT: 5015**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Departmental Revenues	1,387	4,343	3,000	3,970	4,500
Transfers-In	-	-	-	-	-
Total Revenues	<u>1,387</u>	<u>4,343</u>	<u>3,000</u>	<u>3,970</u>	<u>4,500</u>
Expenses					
Services/Supplies	10,009	8,900	10,600	8,029	8,700
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>10,009</u>	<u>8,900</u>	<u>10,600</u>	<u>8,029</u>	<u>8,700</u>
Volunteer Hours	2,203	2,608	2,608	2,608	2,608

**PARKS AND TREES DEPARTMENT
CHINESE TEMPLE**

Activity

This budget, established in FY 2015 accounts for the activities of the Chinese Temple.

**FUND: 001
DEPARTMENT: 5020**

	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues			
Departmental Revenues	9,580	6,294	7,500
Transfers-In	-	-	-
Total Revenues	<u>9,580</u>	<u>6,294</u>	<u>7,500</u>
Expenses			
Salaries and Benefits	23,300	11,022	13,500
Services/Supplies	8,080	10,252	10,500
Capital Outlay	-	-	-
Transfers-Out	-	-	-
Total Expenses	<u>31,380</u>	<u>21,274</u>	<u>24,000</u>
Volunteer Hours	597	597	597

**PARKS AND TREES DEPARTMENT
LOTT HOME**

Activity

This budget, established in FY 2015 accounts for the activities of the Lott Home.

**FUND: 001
DEPARTMENT: 5030**

	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues			
Departmental Revenues	8,340	7,800	8,340
Transfers-In	-	-	-
Total Revenues	<u>8,340</u>	<u>7,800</u>	<u>8,340</u>
Expenses			
Salaries and Benefits	37,100	27,469	37,100
Services/Supplies	67,500	11,508	13,729
Capital Outlay	-	-	-
Transfers-Out	-	-	-
Total Expenses	<u>104,600</u>	<u>38,977</u>	<u>50,829</u>
 Volunteer Hours	 495	 495	 495

**PARKS AND TREES DEPARTMENT
STATE THEATER**

Activity

This budget, established in FY 2015 accounts for the activities of the State Theater, including operating expense for commercial renters, outside maintenance, and \$30,000 in operating support. Event revenue is also retained by STAGE to offset their costs.

**FUND: 001
DEPARTMENT: 5040**

	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues			
Departmental Revenues	10,400	8,777	-
Transfers-In	-	-	-
Total Revenues	<u>10,400</u>	<u>8,777</u>	<u>-</u>
Expenses			
Salaries and Benefits	7,200	1,178	2,400
Services/Supplies	33,200	21,171	33,000
Capital Outlay	-	-	-
Transfers-Out	-	-	-
Total Expenses	<u>40,400</u>	<u>22,349</u>	<u>35,400</u>
Volunteer Hours	TBD	TBD	TBD

NON-DEPARTMENTAL

Activity

To record revenues and expenditures not specifically designated to any particular department.

FUND: 001

DEPARTMENT: 7200

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Revenues					
Non Departmental Revenues	9,386,823	9,471,186	9,471,186	8,442,088	9,744,171
Transfers-In	602,961	708,719	708,719	595,264	630,543
Total Revenues	9,989,784	10,179,905	10,179,905	9,037,352	10,374,714
Expenses					
Salaries/Benefits	61,412	46,455	-	1,202	-
Services/Supplies	891,269	2,181,104	89,786	77,831	83,397
Capital Outlay	871,269	-	-	-	-
Transfers-Out	10,000	-	-	94,498	-
Total Expenses	1,833,950	2,227,559	89,786	173,531	83,397

COMMUNITY PROMOTION

Activity

The Community Promotion Fund accounts for community promotional expenditures related to promoting Oroville.

FUND: 100

DEPARTMENT: 7000

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	26,721	31,015	23,181	23,181	12,450
Revenues					
Donations	11,138	397	4,848	4	2,500
Community Promotion Sales	344	-	-	-	-
Transfers-In	20,000	10,000	51,000	51,000	11,000
Total Revenues	<u>31,482</u>	<u>10,397</u>	<u>55,848</u>	<u>51,004</u>	<u>13,500</u>
Expenses					
Community Promotion Expenses	27,188	18,231	55,223	61,735	25,000
Transfers-Out	-	-	-	-	-
Total Expenses	<u>27,188</u>	<u>18,231</u>	<u>55,223</u>	<u>61,735</u>	<u>25,000</u>
Ending Fund Balance	31,015	23,181	23,806	12,450	950

THERMALITO DRAINAGE IMPACT FEES FUND

Activity

This fund is to account for revenues collected for drainage development fees and expenditures for drainage improvements to the Thermalito area.

FUND: 105

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	507,907	497,775	485,523	485,523	487,502
Revenues					
Drainage Impact Fees	-	4,536	970	3,402	4,000
Interest	1,118	1,041	1,500	264	350
Total Revenues	<u>1,118</u>	<u>5,577</u>	<u>2,470</u>	<u>3,666</u>	<u>4,350</u>
Expenses					
Salaries and Benefits	-	17,316	-	-	-
Services & Supplies	-	513	205,580	1,687	175,000
Capital Projects	11,250	-	-	-	-
Total Expenses	<u>11,250</u>	<u>17,829</u>	<u>205,580</u>	<u>1,687</u>	<u>175,000</u>
Ending Fund Balance	497,775	485,523	282,413	487,502	316,852

PARK DEVELOPMENT FEES FUND

Activity

The Parks Development Fees Fund accounts for the fees collected on new development for the acquisition and construction of new City parks.

FUND: 106

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	91,374	91,623	102,335	102,335	117,963
Revenues					
Impact Fees/ Permits	-	12,960	17,071	42,433	45,000
Tree replacement proceeds				34,250	
Interest	249	157	120	65	112
2000 Park Bond Act	-	-	-	-	-
Total Revenues	<u>249</u>	<u>13,117</u>	<u>17,191</u>	<u>76,748</u>	<u>45,112</u>
Expenses					
Services & Supplies	-	2,405	28,846	1,687	2,500
Capital Projects/Assets	-	-	95,135	59,433	38,000
Transfers Out	-	-	-	-	-
Total Expenses	<u>-</u>	<u>2,405</u>	<u>123,981</u>	<u>61,120</u>	<u>40,500</u>
Ending Fund Balance	91,623	102,335	(4,455)	117,963	122,575

THERMALITO TRAFFIC IMPACT FEES FUND

Activity

This fund accounts for the Traffic Impact Fees collected in the North Oroville-Thermalito area. Fees have temporarily been suspended while a study is being conducted to determine the proper amount of fees.

FUND: 107
DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Fund Balance	155,238	155,662	155,510	155,510	153,907
Revenues					
Traffic Impact Fees	-	-	-	-	-
Interest	424	328	328	84	84
Total Revenues	<u>424</u>	<u>328</u>	<u>328</u>	<u>84</u>	<u>84</u>
Expenses					
Transfers-Out	-	-	-	-	-
Services & Supplies	-	480	7,580	1,687	2,500
Other	-	-	-	-	-
Total Expenses	<u>-</u>	<u>480</u>	<u>7,580</u>	<u>1,687</u>	<u>2,500</u>
Ending Fund Balance	155,662	155,510	148,258	153,907	151,491

TRAFFIC IMPACT FEES FUND

Activity

This fund accounts for Traffic Impact Fees received and spent from Oroville areas other than those described in Fund 107.

FUND: 108

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Fund Balance	520,461	681,259	794,832	794,832	811,431
Revenues					
Traffic Impact Fees	159,310	126,324	107,700	25,883	86,634
Grants		8,303			
Interest	1,488	1,566	910	433	430
Total Revenues	<u>160,798</u>	<u>136,193</u>	<u>108,610</u>	<u>26,316</u>	<u>87,064</u>
Expenses					
Transfers-Out	-	-	-	-	-
Services & Supplies	-	480	21,415	9,717	10,000
Capital Outlay	-	22,140	-	-	-
Other	-	-	-	-	-
Total Expenses	<u>-</u>	<u>22,620</u>	<u>21,415</u>	<u>9,717</u>	<u>10,000</u>
Ending Fund Balance	681,259	794,832	882,027	811,431	888,495

DRAINAGE IMPACT FEES CITY WIDE

Activity

This fund accounts for Drainage Impact Fees received and spent from Oroville areas other than those described for Thermalito.

FUND: 109

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	482,862	494,308	511,740	511,740	583,848
Revenues					
Drainage Impact Fee	10,125	18,542	28,800	73,502	75,000
Interest	1,321	1,065	640	293	350
Total Revenues	<u>11,446</u>	<u>19,607</u>	<u>29,440</u>	<u>73,795</u>	<u>75,350</u>
Expenses					
Transfers-Out	-	-	-	-	-
Services & Supplies	-	2,175	11,180	1,687	6,000
Capital Outlay	-	-	-	-	150,000
Other	-	-	-	-	-
Total Expenses	<u>-</u>	<u>2,175</u>	<u>11,180</u>	<u>1,687</u>	<u>156,000</u>
Ending Fund Balance	494,308	511,740	530,000	583,848	503,198

LOCAL TRANSPORTATION FUND

Activity

This fund is to account for Article 8 of the State of California Local Transportation fund monies.

FUND: 111

DEPARTMENT: 7600

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	332,042	132,306	41,500	41,500	138,068
Revenues					
Federal Grant Local Transit	-	-	-	-	-
Local Transportation Tax	-	-	-	-	-
Interest Income	632	194	50	23	50
Transfers In	-	-	96,545	96,545	-
Total Revenues	<u>632</u>	<u>194</u>	<u>96,595</u>	<u>96,568</u>	<u>50</u>
Expenses					
Salaries/Benefits	-	-	-	-	-
Services/Supplies	-	-	-	-	-
Capital Outlay (Street Overlay)	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Transfer-Out	200,368	91,000	-	-	138,118
Total Expenses	<u>200,368</u>	<u>91,000</u>	<u>-</u>	<u>-</u>	<u>138,118</u>
Ending Fund Balance	132,306	41,500	138,095	138,068	-

GAS TAX REGIONAL SURFACE TRANSPORTATION PROGRAM

Activity

This fund is to account for revenues and expenditures resulting from Gas Tax R.S.T.P. (Regional Surface Transportation Program) funds, which are handled by BCAG (Butte County Association of Governments).

FUND: 112

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	394,959	396,037	754,691	754,691	324,566
Revenues					
State Grants	-	168,476	-	-	-
Gas Tax RSTP Revenues	-	190,960	53,564	-	-
Interest Income	1,078	1,218	618	406	580
Total Revenues	<u>1,078</u>	<u>360,654</u>	<u>54,182</u>	<u>406</u>	<u>580</u>
Expenses					
Salaries and Employee Benefits	-	-	-	7,505	-
Services/Supplies	-	2,000	49,000	423,026	-
Capital Outlay	-	-	464,000	-	-
Transfers-out	-	-	-	-	-
Total Expenses	<u>-</u>	<u>2,000</u>	<u>513,000</u>	<u>430,531</u>	<u>-</u>
Ending Fund Balance	396,037	754,691	295,873	324,566	325,146

CANINE DONATION FUND

Activity

Canine Donation Fund helps account for donations to support Canine Officers in the City of Oroville. This fund was established in May 2014.

FUND: 113

DEPARTMENT: 2505

	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	-	4,400	4,700	9,129
Revenues				
Donations	12,900	8,800	7,911	9,000
Interest Income	-	-	-	-
	-	-	-	-
Total Revenues	<u>12,900</u>	<u>8,800</u>	<u>7,911</u>	<u>9,000</u>
Expenses				
Canine Supplies	8,500	8,500	3,482	5,000
	-	-	-	-
Transfers-Out	-	-	-	-
Total Expenses	<u>8,500</u>	<u>8,500</u>	<u>3,482</u>	<u>5,000</u>
Ending Fund Balance	4,400	4,700	9,129	13,129

TECHNOLOGY FEE FUND

Activity

The Technology Fee Fund accounts for the fees collected to maintain and for new acquisitions of updated technology to aid with efficient operations of the City of Oroville.

FUND: 116

DEPARTMENT: 7660

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Fund Balance	(1,534)	(27,774)	459	459	1,185
Revenues					
Technology Fees	38,235	39,520	35,000	21,510	25,000
Interest Income	61	57	30	15	15
Other/ Transfers In	49	-	168	168	-
Total Revenues	38,345	39,577	35,198	21,693	25,015
Expenses					
Services/Supplies	85	344	1,200	1,967	2,000
Capital Outlay	64,500	11,000	39,500	19,000	19,000
Transfers-Out	-	-	-	-	-
Total Expenses	64,585	11,344	40,700	20,967	21,000
Ending Fund Balance	(27,774)	459	(5,043)	1,185	5,200

SB1186 C/FUND

Activity

To account for fees collected under SB 1186, amount remitted to the State on a quarterly basis.

FUND: 118
DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	-	250	1,381	1,381	2,429
Revenues					
Interest Income	1	2	-	3	3
Fees	251	1,134	-	1,084	1,200
Other	-	-	-	-	-
Total Revenues	<u>252</u>	<u>1,136</u>	<u>-</u>	<u>1,087</u>	<u>1,203</u>
Expenses					
Services/Supplies	2	5	-	40	40
Transfers-Out	-	-	-	-	-
Total Expenses	<u>2</u>	<u>5</u>	<u>-</u>	<u>40</u>	<u>40</u>
Ending Fund Balance	250	1,381	1,381	2,428	3,592

RECYCLING FUND

Activity

The Recycling budget accounts for the City's Waste Management activities as required by State Law.

FUND: 119

DEPARTMENT: 1995

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	88,056	86,209	60,305	60,305	59,604
Revenues					
Grants	5,000	3,456	9,520	6,000	9,250
Interest Income	242	164	50	34	50
Fees	9,502	12,948	11,889	9,733	11,523
Other	-	10	-	-	-
Total Revenues	<u>14,744</u>	<u>16,578</u>	<u>21,459</u>	<u>15,767</u>	<u>20,823</u>
Expenses					
Salaries and Employee Benefits					32,645
Services/Supplies	2,195	4,032	8,476	1,409	3,200
Capital Outlay	-	15,858	15,000	-	15,000
Transfers-Out	14,396	22,592	23,593	15,059	23,593
Total Expenses	<u>16,591</u>	<u>42,482</u>	<u>47,069</u>	<u>16,468</u>	<u>74,438</u>
Ending Fund Balance	86,209	60,305	34,695	59,604	5,989

SPECIAL GAS TAX FUND

Activity

This fund is to account for revenues and expenditures of gas sales taxes received from the State of California pursuant to Sections 2107 and 2107.5 of the Streets and Highways Code.

FUND: 120

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	27,274	10,685	31,894	31,894	39,393
Revenues					
Gas Tax Revenues	114,667	128,084	96,100	82,707	100,000
Interest Income	19	1	-	14	-
Total Revenues	<u>114,686</u>	<u>128,085</u>	<u>96,100</u>	<u>82,721</u>	<u>100,000</u>
Expenses					
Services/Supplies	333	119	300	-	100
Capital Outlay	-	-	-	-	-
Transfers-Out	130,942	106,757	113,000	75,222	95,100
Total Expenses	<u>131,275</u>	<u>106,876</u>	<u>113,300</u>	<u>75,222</u>	<u>95,200</u>
Ending Fund Balance	10,685	31,894	14,694	39,393	44,193

SPECIAL GAS TAX FUND

Activity

This fund is to account for revenues and expenditures of gas sales taxes received from the State of California pursuant to Sections 186.1 and 2106 of the Streets and Highways Code.

FUND: 125

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	18,859	17,505	28,136	28,136	27,847
Revenues					
Gas Tax Revenues	64,281	70,829	64,200	51,757	58,985
Interest Income	30	23	10	14	15
Total Revenues	<u>64,311</u>	<u>70,852</u>	<u>64,210</u>	<u>51,771</u>	<u>59,000</u>
Expenses					
Services/Supplies	333	-	370	-	-
Capital Outlay	-	-	-	-	-
Transfers-Out	65,332	60,221	75,803	52,060	59,000
Total Expenses	<u>65,665</u>	<u>60,221</u>	<u>76,173</u>	<u>52,060</u>	<u>59,000</u>
Ending Fund Balance	17,505	28,136	16,173	27,847	27,847

SPECIAL GAS TAX FUND

Activity

This fund is to account for revenues and expenditures of gas sales taxes received from the State of California pursuant to Section 2105 and Section 2103 of the Streets and Highways Code.

FUND: 127

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	68,661	50,646	135,609	135,609	151,187
Revenues					
Gas Tax Revenues	190,164	341,468	242,300	169,145	250,571
Interest Income	62	63	30	70	30
Total Revenues	<u>190,226</u>	<u>341,531</u>	<u>242,330</u>	<u>169,215</u>	<u>250,601</u>
Expenses					
Services/Supplies	333	-	200	-	-
Capital Outlay	-	-	-	-	-
Transfers-Out	207,908	256,568	242,130	153,637	250,600
Total Expenses	<u>208,241</u>	<u>256,568</u>	<u>242,330</u>	<u>153,637</u>	<u>250,600</u>
Ending Fund Balance	50,646	135,609	135,609	151,187	151,188

AIRPORT (SPECIAL AVIATION FUND)

Activity

The Public Works Department operates, develops and maintains the City's Municipal Airport, which is accounted for in the Special Aviation Fund.

FUND: 130

DEPARTMENT: 3500

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	361,879	107,107	380,861	380,861	511,565
Revenues					
Interest	638	292	200	235	250
Rental Income	171,781	193,254	193,288	167,682	201,218
Grants	145,520	1,198,474	66,280	26,709	30,000
Other Revenues	383,635	342,839	298,674	211,774	254,093
Transfers-In	112,000	199,175	-	-	-
Total Revenues	<u>813,574</u>	<u>1,934,034</u>	<u>558,442</u>	<u>406,400</u>	<u>485,561</u>
Expenses					
Salaries/Benefits	36,621	36,794	33,700	26,379	34,149
Services/Supplies	568,632	402,301	514,609	249,317	296,317
Capital Outlay/Projects	363,901	1,134,409	-	-	-
Transfers-Out	99,192	86,776	94,000	-	97,000
Other Charges (Direct Labor)	-	-	13,100	-	13,000
Total Expenses	<u>1,068,346</u>	<u>1,660,280</u>	<u>655,409</u>	<u>275,696</u>	<u>440,466</u>
Ending Fund Balance	107,107	380,861	283,894	511,565	556,660

ASSET SEIZURE FUND

Activity

This fund accounts for revenues and expenses received on sale of seized property which can only be used to supplement and not supplant the enforcement efforts of the Police Department. Funds are received at irregular intervals at which time an adjustment to the budget to appropriate the funds will be requested.

FUNDS: 155, AS1, AS2, AS3, AS4, AS5

DEPARTMENT: 2510

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	26,805	34,001	77,957	77,957	217,196
Revenues					
Donation Asset Seizure Fund	-		-	183,818	200
Sale of Seized Assets	7,117	45,173	-	-	-
Interest	79	83	40	46	40
Total Revenues	7,196	45,256	40	183,864	240
Expenses					
Paid out to other entities				44,625	
Services/Supplies	-	1,300	-	-	-
Capital Outlay/Equipment	-	-	-	-	-
Total Expenses	-	1,300	-	44,625	-
Ending Fund Balance	34,001	77,957	77,997	217,196	217,436

PUBLIC SAFETY AUGMENTATION FUND

Activity

This fund accounts for the revenue generated for public safety by a special sales tax distribution by the County. This fund is managed by the Police Department.

FUND: 156

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	118,720	149,810	124,099	123,800	117,014
Revenues					
Safety Sales Taxes	102,133	104,289	101,013	64,240	89,847
Interest	-	-	-	-	-
Other	-	-	-	-	-
Total Revenues	<u>102,133</u>	<u>104,289</u>	<u>101,013</u>	<u>64,240</u>	<u>89,847</u>
Expenses					
Transfers-Out	<u>71,043</u>	<u>130,000</u>	<u>141,872</u>	<u>71,026</u>	<u>100,000</u>
Total Expenses	<u>71,043</u>	<u>130,000</u>	<u>141,872</u>	<u>71,026</u>	<u>100,000</u>
Ending Fund Balance	149,810	124,099	83,240	117,014	106,861

POLICE SUPPLEMENTAL LAW ENFORCEMENT FUND

Activity

This fund accounts for the revenue generated from the State COPS program. All monies are distributed by the County. This fund is managed by the Police Department.

FUND: 157

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	131,128	111,737	67,310	67,310	19,576
Revenues					
Other Subvention Spec. Revenue	80,366	93,911	97,970	90,749	94,210
Interest Income	243	193	97	48	24
Total Revenues	<u>80,609</u>	<u>94,104</u>	<u>98,067</u>	<u>90,797</u>	<u>94,234</u>
Expenses					
Capital Outlay/Equipment	-	-	-	-	-
Transfers-Out	100,000	138,531	138,531	138,531	110,000
Other	-	-	-	-	-
Total Expenses	<u>100,000</u>	<u>138,531</u>	<u>138,531</u>	<u>138,531</u>	<u>110,000</u>
Ending Fund Balance	111,737	67,310	26,846	19,576	3,811

LAW ENFORCEMENT GRANT FUND

Activity

This fund accounts for the revenue generated from a Grant Programs to provide law enforcement equipment and/or support services, i.e. Federal Grant Awards, Indian Gaming Grants, State Grant Awards.

FUND: 158

DEPARTMENT: 7400/25XX

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	183,520	125,652	117,246	117,246	100,983
Revenues					
Grant Revenues	83,342	143,340	-	68,422	88,000
Transfers-In (Matches)	-	-	-	-	-
Interest	15,006	-	-	-	-
Total Revenues	<u>98,348</u>	<u>143,340</u>	<u>-</u>	<u>68,422</u>	<u>88,000</u>
Expenses					
Salaries and Benefits	-	70,039	85,014	56,629	80,000
Grant Operations	13,617	2,086	-	-	-
Capital Outlay/Equipment	20,728	10,788	-	7,376	8,000
Transfers-Out (General Fund)	121,871	68,833	32,452	20,680	-
Other	-	-	-	-	-
Total Expenses	<u>156,216</u>	<u>151,746</u>	<u>117,466</u>	<u>84,685</u>	<u>88,000</u>
Ending Fund Balance	125,652	117,246	(220)	100,983	100,983

LAW ENFORCEMENT DEVELOPMENT IMPACT FEES

Activity

This fund accounts for the revenue generated from Impact Fees to provide law enforcement personnel and equipment which could not otherwise be funded.

FUND: 159

DEPARTMENT: 7400/25XX

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	52,836	53,843	55,435	55,435	58,614
Revenues					
Impact Fees	863	1,955	2,668	4,835	5,000
Interest	144	89	89	31	50
Total Revenues	<u>1,007</u>	<u>2,044</u>	<u>2,757</u>	<u>4,866</u>	<u>5,050</u>
Expenses					
Services/Supplies	-	452	45,580	1,687	2,500
Transfers-Out (General Fund)	-	-	-	-	-
Total Expenses	<u>-</u>	<u>452</u>	<u>45,580</u>	<u>1,687</u>	<u>2,500</u>
Ending Fund Balance	53,843	55,435	12,612	58,614	61,164

FIRE SUPPRESSION IMPACT FEES

Activity

This fund's purpose is to provide funds for additional equipment needed.

FUND: 163

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	20,634	20,872	21,415	21,415	19,841
Revenues					
Impact Fees	183	977	1,787	2,403	2,500
Interest	56	46	70	12	50
Transfers-In	-	-	-	-	-
Total Revenues	239	1,023	1,857	2,415	2,550
Expenses					
Services/Supplies	1	480	15,580	2,302	2,500
Capital Outlay	-	-	10,000	1,687	2,000
Transfers-Out	-	-	-	-	-
Total Expenses	1	480	25,580	3,989	4,500
Ending Fund Balance	20,872	21,415	(2,308)	19,841	17,891

CONTINGENCY FUND

Activity

This fund's purpose is to provide for urgent unanticipated expenditures.

FUND: 165

DEPARTMENT: 7420

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Fund Balance	1,217,890	346,621	275,570	275,570	292,568
Revenues					
Other	-	-	-	-	-
Transfers-In	-	-	43,498	43,498	7,600
Total Revenues	-	-	43,498	43,498	7,600
Expenses					
Contingencies	-	75,000	-	-	-
Property Acquisition	871,269	(3,949)	-	-	-
Equipment	-	-	-	-	-
Transfers-Out	-	-	-	26,500	-
Total Expenses	871,269	71,051	-	26,500	-
Ending Fund Balance	346,621	275,570	319,068	292,568	300,168

GRANTS / FIRE FUND

Activity

This fund accounts for revenues generated from Indian Gaming and other Grant Funds to provide equipment that could not otherwise be funded.

FUND: 166

DEPARTMENT: 2010

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	161,805	123,491	15,448	15,448	(283,953)
Revenues					
Interest		240		-	-
Grants	36,100	309,559	318,656	90,199	357,487
Transfers-In	-	15,334	-	-	-
Total Revenues	<u>36,100</u>	<u>325,133</u>	<u>318,656</u>	<u>90,199</u>	<u>357,487</u>
Expenses					
Salaries/Intern	37,668	139,950	412,790	389,600	357,487
Training	9,836	10,898	-	-	-
Services/Supplies	3,963	804	-	-	-
Capital Outlay	22,947	281,524	-	-	-
Transfer-Out	-	-	-	-	-
Total Expenses	<u>74,414</u>	<u>433,176</u>	<u>412,790</u>	<u>389,600</u>	<u>357,487</u>
Ending Fund Balance	123,491	15,448	(78,686)	(283,953)	(283,953)

PEG FEE FUND

Activity

This fund accounts for revenues collected under the 1984 Cable Franchise Policy and Communications Act. This Fund is designated for Public, Educational, or Governmental use.

FUND: 168

DEPARTMENT: 7680

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	21,925	41,571	70,284	70,284	88,300
Revenues					
Franchise Fees	19,570	28,600	-	17,885	18,000
Interest	76	113	-	131	130
Other	-	-	-	-	-
Total Revenues	19,646	28,713	-	18,016	18,130
Expenses					
Admin. Overhead	-	-	-	-	-
Services/Supplies	-	-	-	-	-
Transfer-out	-	-	-	-	-
Total Expenses	-	-	-	-	-
Ending Fund Balance	41,571	70,284	70,284	88,300	106,430

GENERAL GOVERNMENT DEVELOPMENT IMPACT FEES

Activity

This fund accounts for revenues from General Government Development Impact Fees and provides funding for the increasing operation costs and improvements to facilities.

FUND: 169

DEPARTMENT: 7400

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	12,689	6,397	3,146	3,146	6,972
Revenues					
Impact Fees	683	2,223	2,806	5,509	8,500
Interest	25	6	-	4	15
Other	-	-	-	-	-
Total Revenues	<u>708</u>	<u>2,229</u>	<u>2,806</u>	<u>5,513</u>	<u>8,515</u>
Expenses					
Admin. Overhead	-	-	-	-	-
Services/Supplies	-	480	5,580	1,687	2,000
Transfer-out	7,000	5,000	-	-	-
Total Expenses	<u>7,000</u>	<u>5,480</u>	<u>5,580</u>	<u>1,687</u>	<u>2,000</u>
Ending Fund Balance	6,397	3,146	371	6,972	13,487

OPFA OPERATIONS

write staff report to disband this fund

Due to the 2015 Bond refunding we no longer need to run 2015 bond payments through OPFA anymore

Activity

The OPFA (Oroville Public Financing Authority) is a separate legal entity, whose policy direction is controlled by a Board of Directors consisting of the City Council. The Authority acts as a conduit for Public Financings of the City and/or the Successor Agency. The Authority issues tax exempt municipal debt, which is secured by the Revenues received by assessment bonds or loans made between the City and the Authority pursuant to the Marks Roos Act. This fund accounts for the revenues from loans and assessment bonds and transfers to Debt Service Fund No. 280.

FUND: 180

DEPARTMENT: 1800

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Adjustment		(364,042)			
Beginning Fund Balance	2,008,667	859,625	22,502	22,502	22,502
Revenues					
Principal & Interest	1,135,781	1,081,652	14,000,475	-	-
Bond Proceeds/Refunds	-	-	-	-	-
Transfer-In	-	-	-	-	-
Total Revenues	1,135,781	1,081,652	14,000,475	-	-
Expenses					
Transfers-Out	1,920,781	1,918,775	14,000,475	-	22,502
Other	-	-	-	-	-
Total Expenses	1,920,781	1,918,775	14,000,475	-	22,502
Ending Fund Balance	1,223,667	22,502	22,502	22,502	-

SUMMARY OF THE MAINTENANCE DISTRICTS

Activity

The Maintenance Districts maintains the landscaping and lighting in the various subdivisions.

FUND: 184

DEPARTMENT: 1701-1715

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Adjust to actual					
Beginning Fund Balance	35,285	14,929	31,581	30,207	39,836
Revenues					
Assessments	23,634	48,676	37,333	33,747	20,346
Interest	56	32	-	17	-
Other	-	-	-	-	-
Total Revenues	23,690	48,708	37,333	33,764	20,346
Expenses					
Admin. Overhead	17,073	11,327	12,813	7,807	14,000
Services/Supplies	25,200	20,729	25,339	16,235	20,125
Other	1,773	-	555	92	100
Total Expenses	44,046	32,056	38,707	24,134	34,225
Ending Fund Balance	14,929	31,581	30,207	39,836	25,957

SUMMARY OF THE BENEFIT ASSESSMENT DISTRICTS

Activity

To record revenues and expenditures for the Benefit Assessment Districts.

FUND: 185

DEPARTMENT: 1850-1857

	2012-13 Expected	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Fund Balance	62,730	61,272	61,017	61,017	57,740
Revenues					
Assessments	1,140	2,000	-	-	-
Interest	171	128	70	33	72
Other	-	-	-	-	-
Total Revenues	<u>1,311</u>	<u>2,128</u>	<u>70</u>	<u>33</u>	<u>72</u>
Expenses					
Admin. Overhead/ Personnel	108	187	100	71	136
Services/Supplies	2,661	2,196	2,030	3,239	3,158
Other	-	-	10	-	8
Total Expenses	<u>2,769</u>	<u>2,383</u>	<u>2,140</u>	<u>3,310</u>	<u>3,301</u>
Ending Fund Balance	61,272	61,017	58,946	57,740	54,510

WESTSIDE PUBLIC SAFETY FACILITY 2006-1

Activity

To record revenues and expenditures for the Westside Public Safety Facility Fund.

FUND: 186

DEPARTMENT: 1903

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Fund Balance	151,583	183,976	222,570	222,570	280,096
Revenues					
Special Assessments	33,000	38,953	35,062	57,822	58,000
Interest	434	408	240	121	280
Other	-	-	-	-	-
Total Revenues	<u>33,434</u>	<u>39,361</u>	<u>35,302</u>	<u>57,943</u>	<u>58,280</u>
Expenses					
Services/Supplies	1,000	767	1,273	417	800
Other	41	-	-	-	-
Total Expenses	<u>1,041</u>	<u>767</u>	<u>1,273</u>	<u>417</u>	<u>800</u>
Ending Fund Balance	183,976	222,570	256,599	280,096	337,576

PUBLIC SAFETY SERVICES 2006-2

Activity

To record revenues and expenditures for the Public Safety Services 2006-2 Fund.

FUND: 187

DEPARTMENT: 1953

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Fund Balance	151,751	184,145	222,472	222,472	280,110
Revenues					
Special Assessments	33,000	38,788	35,046	57,822	58,000
Interest	435	306	350	121	150
Other	-	-	-	-	-
Total Revenues	<u>33,435</u>	<u>39,094</u>	<u>35,396</u>	<u>57,943</u>	<u>58,150</u>
Expenses					
Services/Supplies	1,041	767	1,272	305	400
Other	-	-	-	-	-
Total Expenses	<u>1,041</u>	<u>767</u>	<u>1,272</u>	<u>305</u>	<u>400</u>
Ending Fund Balance	184,145	222,472	256,596	280,110	337,860

SUPPLEMENTAL BENEFITS FUND

Activity

To record revenues and expenditures for the Supplemental Benefit Fund.

FUND: 190

DEPARTMENT: 9920

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Fund Balance	162,743	190,658	267,573	267,573	300,837
Revenues					
Grants			100,000	100,000	100,000
DWR Drawdown	157,273	245,591	34,871	34,871	34,871
Interest	-	137	150	231	150
Other	-	-	-	250	-
Total Revenues	<u>157,273</u>	<u>245,728</u>	<u>135,021</u>	<u>135,352</u>	<u>135,021</u>
Expenses					
Salaries/Benefits	39,080	42,294	47,554	38,357	47,554
Services/Supplies and Grants	90,278	126,519	309,925	63,731	87,467
Other	-	-	-	-	-
Total Expenses	<u>129,358</u>	<u>168,813</u>	<u>357,479</u>	<u>102,088</u>	<u>135,021</u>
Ending Fund Balance	190,658	267,573	45,115	300,837	300,837

**SUCCESSOR AGENCY ADMINISTRATION
AND AGENCY ENFORCEABLE OBLIGATION FUND**

Formerly the Redevelopment Agency Tax Increment Fund. This consists of several departments to account for the activities which are funded by Tax Increment, as approved by the Oversight Board and State Department of Finance.

FUND: 198

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	3,363,220	1,795,202	2,033,282	2,033,282	2,010,538
Revenues					
Tax Increment	1,417,241	1,991,449	1,785,618	289,925	1,340,500
Bond/Loan Proceeds Other Sources	-	-	-	-	-
Grants		4,976		-	
Intergovernmental Revenues	250,000	375,000	250,000	-	-
Interest Revenues	7,355	34,516	-	6,859	6,200
Other Revenues	330,612	6,197	152,310	4,804	4,500
Grants	-	6,500	-	-	-
Transfers-In	(63)	-	-	-	22,502
Total Revenues	<u>2,005,145</u>	<u>2,418,638</u>	<u>2,187,928</u>	<u>301,588</u>	<u>1,373,702</u>
Expenses					
Operations (9000)	1,338,441	242,952	219,474	116,200	253,000
Blight Removal (9050)	12,666	5,280	7,054	840	1,000
Enterprise Zone (9150)	(79)	1,469	-	10,008	10,000
Debt Service (9200)	1,930,848	1,924,339	1,991,328	1,883,455	1,817,255
Comm. Prom./Ind Recruit. (9400)	-	-	-	-	-
Marketing and Tourism (9405)	36	18	-	35	-
Economic Dev. Projects (9450)	-	-	-	-	-
Grants (9805)	231,936	6,500	-	-	-
All Other	59,315	-	-	-	-
Total Expenses	<u>3,573,163</u>	<u>2,180,558</u>	<u>2,217,856</u>	<u>2,010,538</u>	<u>2,081,255</u>
Ending Fund Balance	1,795,202	2,033,282	2,003,354	324,332	1,302,985

CITY OF OROVILLE SUCCESSOR AGENCY

The Agency provides and accounts for the RDA tax increment and bond funds. This Agency is established to promote managed growth in the Agency boundaries.

Budget Description	2012-13 Actuals	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Fund 198 Budgets					
SA Operations	1,338,441	242,952	219,474	116,200	253,000
SA Debt Service	1,930,848	1,924,339	1,991,328	1,883,455	1,817,255
Blight Removal	12,666	5,280	7,054	840	1,000
Enterprise Zone	(79)	1,469	-	10,008	10,500
Comm. Prom./Industrial Recruitment	-	-	-	-	-
Marketing & Tourism	36	18	-	35	-
Economic Development Projects	-	-	-	-	-
Grants	231,936	6,500	-	-	-
Other	59,315	-	-	-	-
Total Fund 198 Budgets	3,573,163	2,180,558	2,217,856	2,010,538	2,081,755
Fund 395/396/397 Budgets					
Streets Projects	-	-	-	-	-
Building Facility Projects	250,186	-	-	-	-
Parks Facilities	-	-	-	-	-
Subtotal Fund 395	-	-	-	-	-
Subtotal Fund 396	-	-	-	-	-
Subtotal Fund 397	250,186	-	-	-	-
Total Fund 395/396/397 Budgets	500,372	-	-	-	-

RDA OPERATIONS

Activity

This budget coordinates the general operations and management of the Successor Agency which is funded by tax increment.

FUND: 198

DEPARTMENT: 9000

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Expenses					
Salaries/Benefits	137,168	-	-	30,536	-
Services/Supplies	2,863,259	250,000	219,484	85,664	253,000
Loan Payments	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	3,000,427	250,000	219,484	116,200	253,000

RDA BLIGHT

Activity

This budget accounts for the Blight removal accounts for the blight eradication program which is coordinated by the City of Oroville Police, Code Enforcement and Fire Departments.

FUND: 198

DEPARTMENT: 9050

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Expenses					
Services/Supplies	25,000	-	7,054	840	1,000
Transfers-Out (General Fund)	-	-	-	-	-
Total Expenses	<u>25,000</u>	<u>-</u>	<u>7,054</u>	<u>840</u>	<u>1,000</u>

ENTERPRISE ZONE

Activity

This budget coordinates the general operations and management of the Enterprise Zone operations.

FUND: 198

DEPARTMENT: 9150

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Expenses					
Salaries/Benefits	120	-	-	-	-
Services/Supplies	47,217	-	-	465	500
Capital Outlay	-	-	-	-	-
Transfers-Out	65,160	-	-	9,543	10,000
Total Expenses	<u>112,497</u>	<u>-</u>	<u>-</u>	<u>10,008</u>	<u>10,500</u>

RDA DEBT SERVICE FUND 198

Activity

Debt service on the 2002, and 2004 RDA Bonds which created a loan between the City and the OPFA. The associated Bond Agent Fees, and Arbitrage Rebate Calculation Services are paid from this budget.

FUND: 198

DEPARTMENT: 9200

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Expenses					
Bond Agent Fees/Arbitrage Disclosure Servi	10,067	4,085	8,000	2,200	6,000
Principle	785,000	815,000	845,000	845,000	805,000
Interest	1,135,781	1,105,254	1,069,574	1,036,255	1,006,255
Other	-	-	-	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>1,930,848</u>	<u>1,924,339</u>	<u>1,922,574</u>	<u>1,883,455</u>	<u>1,817,255</u>

PIONEER MUSEUM FUND

Activity

This fund is restricted. Funds transferred here in 1999 from the Butte County Pioneer memorial association from a trust account. The City can appropriate interest only.

FUND: 435

DEPARTMENT: XXX

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	100,999	100,999	101,047	101,047	101,047
Revenues					
Interest		48			-
Total Revenues	-	48	-	-	-
Expenses					
Services & Supplies					
Capital Projects/Assets					
Transfers Out					
Total Expenses	-	-	-	-	-
Ending Fund Balance	100,999	101,047	101,047	101,047	101,047

PUBLIC WORKS MANUFACTURING DEVELOPMENT CENTER

Activity

This fund accounts for revenues and expenses of the Business Development Center located in the Airport Business Park. The facility is managed by the Public Works Department.

FUND: 440

DEPARTMENT: 8600

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	175,146	74,061	(97,526)	(97,526)	(109,420)
Revenues					
Rental Income	72,000	18,000	-	-	-
Interest	377	44	-	-	-
Other	-	-	-	4,073	-
Total Revenues	<u>72,377</u>	<u>18,044</u>	<u>-</u>	<u>4,073</u>	<u>-</u>
Expenses					
Salaries/Benefits	1,908	2,013	81	40	-
Services/Supplies	16,615	26,077	53,039	15,927	17,000
Capital Outlay/Equipment	42,939	-	-	-	-
Transfers-Out	112,000	161,541	-	-	-
Total Expenses	<u>173,462</u>	<u>189,631</u>	<u>53,120</u>	<u>15,967</u>	<u>17,000</u>
Ending Fund Balance	74,061	(97,526)	(150,646)	(109,420)	(126,420)

RDA REVOLVING LOAN FUND

Activity

This fund accounts for RDA Revolving Loan Fund.

FUND: 498

DEPARTMENT: 8448

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Fund Balance	748,314	5,616	54,380	54,380	54,410
Revenues					
Interest	4,807	980	2,900	30	-
Loan Repayments	6,764	47,784	23,000	-	-
Transfers-In	-	-	-	-	-
Total Revenues	<u>11,571</u>	<u>48,764</u>	<u>25,900</u>	<u>30</u>	<u>-</u>
Expenses					
Loans Made	-	-	-	-	-
Services/Supplies	-	-	-	-	-
Charges by Other Gov't	754,269	-	-	-	-
Total Expenses	<u>754,269</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	5,616	54,380	80,280	54,410	54,410

FEATHER RIVER BLUFFS

Activity

To record revenue for the plan retention fund.

FUND: 610
DEPARTMENT: XXXX

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	(561,101)	(561,051)	(561,013)	(561,013)	(560,981)
Revenues					
Interest	50	38	-	32	-
Other	-	-	-	-	-
Total Revenues	<u>50</u>	<u>38</u>	<u>-</u>	<u>32</u>	<u>-</u>
Expenses					
Salaries and Benefits		-	-	-	-
Services/Supplies	-	-	-	-	-
Capital Outlay/Equipment	-	-	-	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	(561,051)	(561,013)	(561,013)	(560,981)	(560,981)

PLAN RETENTION FUND

Activity

To record revenue for the plan retention fund.

FUND: 705

DEPARTMENT: 7005

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	14,120	15,729	19,243	19,243	22,812
Revenues					
Plan Retention Fees	1,574	3,506	1,910	3,579	4,000
Interest	40	28	39	11	30
Other	-	-	-	-	-
Total Revenues	<u>1,614</u>	<u>3,534</u>	<u>1,949</u>	<u>3,590</u>	<u>4,030</u>
Expenses					
Salaries and Benefits		452	-	-	-
Services/Supplies	5	20	-	21	25
Capital Outlay/Equipment	-	-	-	-	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>5</u>	<u>20</u>	<u>-</u>	<u>21</u>	<u>25</u>
Ending Fund Balance	15,729	19,243	21,192	22,812	26,817

ANNEXATION FUND

Activity

The Annexation Fund was established to pay for consultants and other costs to complete annexations to expand the City limits.

FUND: 710

DEPARTMENT: 7015

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	44,807	37,323	37,402	37,402	35,302
Revenues					
Interest Income	113	79	40	-	75
Transfers-In	-	-	-	-	-
Total Revenues	<u>113</u>	<u>79</u>	<u>40</u>	<u>-</u>	<u>75</u>
Expenses					
Services/Supplies	7,597	-	37,424	2,100	35,377
Transfers	-	-	-	-	-
Total Expenses	<u>7,597</u>	<u>-</u>	<u>37,424</u>	<u>2,100</u>	<u>35,377</u>
Ending Fund Balance	37,323	37,402	18	35,302	0

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT

Activity

The Business Assistance & Housing Development Management Analyst is responsible for the management of eight to twelve grants per fiscal year, ranging from First Time Home Buyer's, Housing Rehabilitation and Technical Assistance to Economic Development.

Budget Description	Fund No.	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Budgets						
Housing Administration	140	617,646	551,780	933,061	388,797	367,950
Housing Program Fund	141	328,726	772,137	678,094	125,059	493,817
First Time Home Buyers	149	2,420,133	524,786	1,013,168	661,162	780,000
CDBG Community Development	150	1,863,735	1,662,880	4,872,505	996,373	883,500
CDBG Economic Development	151	569,214	715,358	169,943	289,894	448,868
Planning Grants	160	109,292	145,126	329,333	114,282	100,000
RDA Housing Set-Aside	199	2,028,271	405,000	-	-	-
CDBG/Housing Rehabilitation/ED RLF	450	408,600	38,645	621,615	87,368	130,000
Economic Development RLF	451	15,520	16,099	3,630	-	-
CDBG Housing Revolving Loan	452	-	-	-	-	-
Micro Enterprise Revolving Loan	453	-	1,129,956	1,612,086	1,058,839	1,082,494
Cal Home Revolving Loan Fund	454	-	-	122,325	33,880	52,000
Home Revolving Loan	455	6,014	244,797	-	-	-
Housing Rehab. Assistance	456	-	-	-	-	-
Public Facility RLF	457	1,223,255	-	-	-	-
Housing Rehab Grant	456	-	-	-	-	-
Rural Business Enterprise Grants	458	-	-	-	-	-
City Revolving Loan	460	10,025	110,400	120,000	-	-
Total Budgets Managed by Director of Business Assistance/Housing Dev.		9,600,431	6,316,964	10,475,760	3,755,654	4,338,630
		2012-13	2013-14	2014-15		2015-16
Positions						
Director of Business Asst. & Housing Dev. (Frozen)		1	1	-		-
Management Analyst III		1	1	1		1
Administrative/Program Analyst II (Frozen)		2	-	-		-
Program Analyst I		1	1	1		1
Enterprise Zone Business Assistance Coordinator (/ED Coord.)		1	1	1		1
Administrative Assistant (Frozen)		1	-	-		-
Code Enforcement Staff Assistant (Moved to Planning and Comm. Dev.)		1	1	-		-
Housing Dev./Bldg Maint. Supervisor (frozen)		1	1	-		-
Building Maintenance Tech. II		1	1	1		1
Code and Construction Compliance Specialist		-	-	1		1
Code Enforcement Specialist (Moved to Planning and Comm. Dev.)		1	1	-		-
Total		11	8	5		5

HOUSING ADMINISTRATION

Activity

The Housing Administration Fund accounts for housing expenditures for administrative overhead. These expenditures are recovered from grants and the RDA Housing Set-Aside Fund.

FUND: 140

DEPARTMENT: 8900

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	-	18,806	9,224	9,224	(2,102)
Revenues					
Transfers-In	636,452	542,198	-	377,471	416,583
Interest	-	-	-	-	-
Other (Grant)	-	-	316,700	-	-
Total Revenues	<u>636,452</u>	<u>542,198</u>	<u>316,700</u>	<u>377,471</u>	<u>416,583</u>
Expenses					
Salaries/Benefits	617,646	551,780	400,361	388,797	367,950
Service/Supplies	-	-	27,700	-	-
Capital outlay	-	-	289,000	-	-
Transfers-Out	-	-	216,000	-	-
Total Expenses	<u>617,646</u>	<u>551,780</u>	<u>933,061</u>	<u>388,797</u>	<u>367,950</u>
Ending Fund Balance	18,806	9,224	(607,137)	(2,102)	46,531

HOUSING PROGRAM FUND

Activity

The Housing Program Fund now includes housing activities that were formerly redevelopment agency activities.

FUND: 141

	2012-13 Actual	2014-15 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	1,022,892	1,424,247	1,184,446	1,184,446	1,158,978
Revenues					
Loan Repayments	115,946	163,333	20,815	40,337	74,817
Sale of Property	535,000	310,000	355,000	-	355,000
Interest	37,417	52,619	39,185	34,963	39,000
Transfers-In	-	1	-	-	-
Other	41,718	6,383	6,892	24,291	25,000
Total Revenues	<u>730,081</u>	<u>532,336</u>	<u>421,892</u>	<u>99,591</u>	<u>493,817</u>
Expenses					
Salaries and Benefits	16,087	6,279	-	-	-
Service/Supplies	312,151	461,360	348,094	108,831	110,000
Capital Assets	-	135,661	100,000	-	355,000
Transfers-Out	488	168,837	230,000	16,228	28,817
Total Expenses	<u>328,726</u>	<u>772,137</u>	<u>678,094</u>	<u>125,059</u>	<u>493,817</u>
Ending Fund Balance	1,424,247	1,184,446	928,244	1,158,978	1,158,978

**HOME
FIRST TIME HOME BUYER GRANT FUND**

Activity

This fund accounts for the First Time Home Buyer Grants awarded the City.

FUND: 149

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	508,627	627,924	631,980	631,980	751,945
Revenues					
Grant Revenue	2,373,701	227,731	379,188	728,048	725,000
Loan Repayments	35,484	38,570	1,938	48,894	50,000
Interest	10,308	7,541	-	4,185	5,000
Transfers-In	119,937	255,000	-	-	-
Total Revenues	<u>2,539,430</u>	<u>528,842</u>	<u>381,126</u>	<u>781,127</u>	<u>780,000</u>
Expenses					
Loans Made	2,273,034	415,784	736,507	490,402	775,000
Loan Administration	27,162	24,735	43,323	669	5,000
Capital Outlay	-	-	8,000	-	-
Transfers-Out	119,937	84,267	225,338	170,091	-
Total Expenses	<u>2,420,133</u>	<u>524,786</u>	<u>1,013,168</u>	<u>661,162</u>	<u>780,000</u>
Ending Fund Balance	627,924	631,980	(62)	751,945	751,945

**COMMUNITY DEVELOPMENT BLOCK GRANT FUND
GENERAL ACTIVITIES P/TA**

Activity

This fund accounts for various CDBG funds. Each individual grant is approved by the City Council at the time of acceptance.

FUND: 150

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2015-16 YTD	2015-16 Budget
Beginning Fund Balance	1,372,602	886,847	2,060,450	2,060,450	1,949,160
Revenues					
Grant Revenue	1,093,044	1,034,165	2,750,000	500,000	500,000
Loan Repayments	51,423	108,476	-	196,420	200,000
Other (incl interest)	26,306	77,615	-	28,892	30,000
Sale of Property/ Rent	-	2,956	-	3,321	3,500
Transfers-In	207,207	1,613,271	220,212	156,450	150,000
Total Revenues	<u>1,377,980</u>	<u>2,836,483</u>	<u>2,970,212</u>	<u>885,083</u>	<u>883,500</u>
Expenses					
Salaries and Benefits	134,654	39,608	197,843	5,329	15,000
Grants - Loans/Rehab	634,971	646,471	3,120,335	692,875	700,000
Other (Loan Admin)	324,140	238,155	461,315	11,889	20,000
Capital Outlay	289,930	11,229	141,660	21	-
Community Grants	-	-	-	-	-
Transfers-Out	480,040	727,417	951,352	286,259	148,500
Total Expenses	<u>1,863,735</u>	<u>1,662,880</u>	<u>4,872,505</u>	<u>996,373</u>	<u>883,500</u>
Ending Fund Balance	886,847	2,060,450	158,157	1,949,160	1,949,160

CDBG ECONOMIC DEVELOPMENT LOAN FUNDS

Activity

This fund accounts for the Economic Development Block Grant Fund.

FUND: 151

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	(199,412)	182,894	276,353	276,353	276,353
Revenues					
Grant Revenue	516,665	313,252	235,000	-	235,000
Loan Repayments	343,084	403,012	148,194	233,379	153,868
Other Incl. Interest	92,004	92,553	-	56,515	60,000
Transfers-In	(234)	-	-	-	-
Total Revenues	<u>951,519</u>	<u>808,817</u>	<u>383,194</u>	<u>289,894</u>	<u>448,868</u>
Expenses					
Salaries and Benefits	353	-	-	-	-
Loans Made	135,524	245,000	128,318	-	128,318
Other (Loan Admin)	7,429	4,778	9,625	-	9,625
Capital Outlay	-	-	-	-	-
Transfers-Out	425,908	465,580	32,000	289,894	310,925
Total Expenses	<u>569,214</u>	<u>715,358</u>	<u>169,943</u>	<u>289,894</u>	<u>448,868</u>
Ending Fund Balance	182,894	276,353	489,604	276,353	276,353

MISC GRANT FUND

Activity

This fund has been used as for various Grant Programs. Recently it has been used for planning grants and the enterprise voucher program.

FUND: 160

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	18,500	(60,862)	44,778	44,778	86,930
Revenues					
Grants	-	142,285	99,190	156,434	100,000
Other	11,830	84,770	7,000	-	-
Investment earnings		21			
Transfer-In	18,100	23,690	-	-	-
Total Revenues	<u>29,930</u>	<u>250,766</u>	<u>106,190</u>	<u>156,434</u>	<u>100,000</u>
Expenses					
Salaries and Benefits	121	-	-	-	-
Operating Supplies	109,171	145,126	329,333	114,282	100,000
Capital Assets	-	-	-	-	-
Transfers Out	-	-	-	-	-
Total Expenses	<u>109,292</u>	<u>145,126</u>	<u>329,333</u>	<u>114,282</u>	<u>100,000</u>
Ending Fund Balance	(60,862)	44,778	(178,365)	86,930	86,930

RDA HOUSING SET-ASIDE

Activity

This budget accounts for the expenses and revenues of the RDA's Low & Moderate Incc Set-Aside Funds. The RDA sets aside a minimum of 20% of all tax increments received for this purpose, as a requirement under California Redevelopment Law.

FUND: 199

DEPARTMENT: 9100/9101

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	2,260,459	232,188	(172,500)	(172,500)	(172,400)
Revenues					
Tax Increment	-	-	-	-	-
Other Tax Revenues	-	-	-	-	-
Federal Grants (Blight)	-	-	-	-	-
Blight Removal Fees	-	-	-	-	-
Interest	-	-	-	-	-
Loan Payments	-	-	-	-	-
Sale of Property	-	-	-	-	-
Lease to Own	-	-	-	-	-
Other	-	313	-	100	-
Transfer-In	-	-	-	-	172,400
Total Revenues	-	313	-	100	172,400
Expenses					
Salaries/Benefits	26	-	-	-	-
Service/Supplies	850,905	-	-	-	-
Loans Made	1,000,000	-	-	-	-
Capital Outlay	-	-	-	-	-
Capital Outlay/Buildings/Land	-	-	-	-	-
Capital Outlay Sidewalks/Paygrd Eq.	-	-	-	-	-
Transfers-Out/Matches	-	-	-	-	-
Transfers-Out/Admin.	-	-	-	-	-
Transfers-Out	177,340	405,000	-	-	-
Total Expenses	2,028,271	405,000	-	-	-
Ending Fund Balance	232,188	(172,500)	(172,500)	(172,400)	-

**CITY
HOUSING REHABILITATION/ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND**

Activity

This fund accounts for repayment of loans to Low and Moderate Income Families. The funds received for payment are available to fund a variety of activities which benefit the City.

FUND: 450

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	977,467	722,101	764,272	764,272	736,530
Revenues					
Interest	59,734	32,013	32,104	10,800	10,891
Loan Repayments	92,121	41,450	38,696	48,826	48,782
Other	1,379	-	-	-	-
Transfers-In	-	7,353	-	-	70,327
Total Revenues	<u>153,234</u>	<u>80,816</u>	<u>70,800</u>	<u>59,626</u>	<u>130,000</u>
Expenses					
Community Development Loans	325,000	-	577,025	83,225	100,000
Service/Supplies	8,600	3,645	11,550	241	10,000
Transfers-Out	75,000	35,000	33,040	3,902	20,000
Total Expenses	<u>408,600</u>	<u>38,645</u>	<u>621,615</u>	<u>87,368</u>	<u>130,000</u>
Ending Fund Balance	722,101	764,272	213,457	736,530	736,530

**CDBG ECONOMIC DEVELOPMENT
REVOLVING LOAN FUND**

Activity

This fund accounts for funds received from CDBG Economic Development Grant which are authorized to be loaned to private enterprises according to the Re-Use Plan. These funds have been reclassified program income, effective July 1, 2014.

FUND: 451

DEPARTMENT: 84XX

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2015-16 YTD	2015-16 Budget
Beginning Fund Balance	5,328	4,133	(687)	(687)	(687)
Revenues					
Interest	4,502	4,414	9,440	-	-
Loan Repayments	9,823	6,865	-	-	-
Transfers-In	-	-	3,630	-	687
Total Revenues	<u>14,325</u>	<u>11,279</u>	<u>13,070</u>	<u>-</u>	<u>687</u>
Expenses					
Community Development Loans	-	-	-	-	-
Other (Loan Admin.)	-	-	-	-	-
Capital Outlay	-	-	-	-	-
Transfers-Out (Admin)	15,520	16,099	3,630	-	-
Total Expenses	<u>15,520</u>	<u>16,099</u>	<u>3,630</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	4,133	(687)	8,753	(687)	-

CDBG HOUSING REVOLVING LOAN FUND

Activity

This fund accounts for the CDBG Housing, Revolving Loan Fund created from CDBG Housing Program income in accordance with the Re-Use Plan.

FUND: 452

DEPARTMENT: 8452

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	-	-	-	-	-
Revenues					
Interest	-	-	-	-	-
Loan Repayments/Sale of Property	-	-	-	-	-
Transfers-In	-	-	-	-	-
Total Revenues	-	-	-	-	-
Expenses					
Loans Made	-	-	-	-	-
Transfers-Out (Admin)	-	-	-	-	-
Total Expenses	-	-	-	-	-
Ending Fund Balance	-	-	-	-	-

PROGRAM INCOME HOUSING ACCOUNT

Activity

Formerly the micro-enterprise account. Beginning FY 2015 this account will reflect appropriate program income. The State is reconfiguring the housing program during FY 2015.

FUND: 453

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	-	1,425,195	1,079,031	1,079,031	604,294
Revenues					
Interest	2,649	5,633	5,650	1,664	2,000
Loan Repayments	-	-	-	11,582	-
Other Revenue				1,547	
Transfers-In	<u>1,422,546</u>	<u>778,159</u>	<u>1,062,387</u>	<u>569,309</u>	<u>575,000</u>
Total Revenues	<u>1,425,195</u>	<u>783,792</u>	<u>1,068,037</u>	<u>584,102</u>	<u>577,000</u>
Expenses					
Salaries and Benefits			72,200	49,862	137,494
Loans Made	-	36,770	-	489,843	500,000
Services/Supplies	-	5,982	1,323,886	263,285	185,000
Transfers-Out (Admin)	-	1,087,204	216,000	255,849	260,000
Total Expenses	<u>-</u>	<u>1,129,956</u>	<u>1,612,086</u>	<u>1,058,839</u>	<u>1,082,494</u>
Ending Fund Balance	1,425,195	1,079,031	534,982	604,294	98,800

CAL HOME REVOLVING LOAN FUND

Activity

This fund accounts for Program Income from the Cal Home Revolving Loan Fund.

FUND: 454

DEPARTMENT: 8454

	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	103,126	103,503	103,785	122,381	122,381	90,928
Revenues						
Interest	377	282	189	200	49	200
Loan Repayments	-	-	-	-	791	-
Transfers-In	-	-	18,407	-	1,587	52,000
Total Revenues	<u>377</u>	<u>282</u>	<u>18,596</u>	<u>200</u>	<u>2,427</u>	<u>52,200</u>
Expenses						
Loans Made	-	-	-	110,000	33,880	50,000
Services/Supplies	-	-	-	4,000	-	2,000
Transfers-Out (Admin)	-	-	-	8,325	-	-
Total Expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>122,325</u>	<u>33,880</u>	<u>52,000</u>
Ending Fund Balance	103,503	103,785	122,381	256	90,928	91,128

HOME REVOLVING LOAN FUND

Activity

This fund accounts Program Income from Home Loans.

FUND: 455

DEPARTMENT: 8455

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	48,686	146,272	46,224	46,224	107,655
Revenues					
Interest	18,321	480	40	370	400
Sale of Property	-	-	-	-	-
Loan Repayments/Payoffs	39,737	-	-	-	-
Transfers-In	45,542	144,269	-	61,061	-
Total Revenues	<u>103,600</u>	<u>144,749</u>	<u>40</u>	<u>61,431</u>	<u>400</u>
Expenses					
Other	-	-	-	-	-
Loans Made	-	-	-	-	-
Transfers-Out (Admin)	6,014	244,797	-	-	-
Total Expenses	<u>6,014</u>	<u>244,797</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	146,272	46,224	46,264	107,655	108,055

HOUSING REHAB. ASSISTANCE

Activity

This fund accounts for a Revolving Loan Fund created from Program Income.

FUND: 457

DEPARTMENT: 8457

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	1,078,038	-	-	-	-
Revenues					
Interest	2,046	-	-	-	-
Sale of Property	-	-	-	-	-
Loan Repayments/Payoffs	-	-	-	-	-
Transfers-In	143,171	-	-	-	-
Total Revenues	<u>145,217</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenses					
Other	-	-	-	-	-
Loans Made	-	-	-	-	-
Transfers-Out (Admin)	1,223,255	-	-	-	-
Total Expenses	<u>1,223,255</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	-	-	-	-	-

RURAL BUSINESS RLF

Activity

The Rural Business Enterprise Grants (RBEG) program provides grants for rural projects that finance and facilitate development of small and emerging rural businesses, help fund distance learning networks, and help fund employment related adult education programs. To assist with business development, RBEGs may fund a broad array of activities.

FUND: 458

	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	-	-	-	7,129
Revenues				
Interest	-	-	1	-
Sale of Property	-	-	-	-
Loan Repayments/Payoffs	-	-	-	-
Transfers-In	-	51,412	7,128	-
Total Revenues	-	51,412	7,129	-
Expenses				
Operating and Loans Made	-	45,658	-	-
Transfers-Out (Admin)	-	5,754	-	7,129
Total Expenses	-	51,412	-	7,129
Ending Fund Balance	-	-	7,129	-

CITY REVOLVING LOAN FUND

Activity

This fund accounts for the City Revolving Loan Fund, including payment of principal and interest. These are city housing funds i.e. not State, Federal, or other grants.

FUND: 460

DEPARTMENT: 8XXX

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	255,736	250,318	149,381	149,381	151,238
Revenues					
Interest	4,607	4,343	170	74	80
Other		5,120		1,783	
Loan Repayments	-	-	-	-	-
Total Revenues	<u>4,607</u>	<u>9,463</u>	<u>170</u>	<u>1,857</u>	<u>80</u>
Expenses					
Services/Supplies	25	1,875	m,	-	-
Loans Made	-	-	110,000	-	-
Capital Outlay	-	-	10,000	-	-
Transfers-Out	10,000	108,525	-	-	-
Total Expenses	<u>10,025</u>	<u>110,400</u>	<u>120,000</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	250,318	149,381	29,551	151,238	151,318

CITY DEBT SERVICE FUND

Activity

To account for activities related to paying the Debt Service on several City leases and the PERS Pension Bond. This fund also houses the employee computer loan program.

FUND: 230
DEPARTMENT: 7799

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	(92,973)	(194,618)	(252,555)	(252,555)	(396,660)
Revenues					
PERS Bond Repayment	547,095	573,957	574,000	579,530	671,874
Transfers-In	70,000	68,000	65,000	-	55,000
Total Revenues	<u>617,095</u>	<u>641,957</u>	<u>639,000</u>	<u>579,530</u>	<u>726,874</u>
Expenses					
Employee Loan Program			4,000	1,923	-
Principal/Interest	718,740	692,502	718,659	720,850	723,444
Fees		7,392	4,770	862	3,362
Transfer-Out	-	-	-	-	-
Total Expenses	<u>718,740</u>	<u>699,894</u>	<u>727,429</u>	<u>723,635</u>	<u>726,806</u>
Ending Fund Balance	(194,618)	(252,555)	(340,984)	(396,660)	(396,592)
DETAIL OF LEASES:					
Equipment Lease (5yrs last year 2012/13)	38,543	-	-	-	-
USDA Loan (25yrs)	44,873	44,764	44,695	45,562	46,230
Bond (17yrs)	631,914	646,950	675,342	675,288	677,214
Totals	<u>715,330</u>	<u>691,714</u>	<u>720,037</u>	<u>720,850</u>	<u>723,444</u>

OAD 1993-1 DEBT SERVICE FUND

Activity

This fund is to account for the Tax Increments Revenue and Debt Service Expenditures relative to the Oroville Redevelopment Project Area No. 1. The balance to maintain original infrastructure at Deer Creek, The Buttes, and Calle Vista I.

FUND: 276

DEPARTMENT: 6760

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	122,821	122,821	118,378	118,378	118,378
Expenses					
Services/Supplies	-	-	-	-	-
Principal	-	-	-	-	-
Interest	-	-	-	-	-
Transfer-out	-	4,443	4,532	-	4,532
Total Expenses	-	4,443	4,532	-	4,532
Revenues					
Interest Income	-	-	-	-	-
Assessments	-	-	-	-	-
Interest Penalties	-	-	-	-	-
Other	-	-	-	-	-
Transfers-In	-	-	-	-	-
Total Revenues	-	-	-	-	-
Ending Fund Balance	122,821	118,378	113,846	118,378	113,846

OPFA REDEMPTION FUND

write staff report to disband this fund

Due to the 2015 Bong refunding we no longer need to run 2015 bond payments through OPFA anymore

Activity

The OPFA (Oroville Public Financing Authority) is a separate legal entity whose policy direction is controlled by a Board of Directors consisting of the City Council. The Authority acts as a conduit for Public Financings of the City and/or the former Redevelopment Agency. The Authority issues tax exempt municipal debt which is secured by the Revenues received by assessment bonds or loans made between the City/Agency and the Authority pursuant to the Marks Roos Act of the State of California. This fund accounts for the payment of debt service on the Authority's bonds.

FUND: 280

DEPARTMENT: 1810

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	13,885	13,912	68,302	68,302	68,302
Revenues					
Interest	27	-	-	-	-
Redemption Bond	-	-	-	-	-
Transfers-In	1,920,781	1,951,024	-	-	-
Total Revenues	<u>1,920,808</u>	<u>1,951,024</u>	-	-	-
Expenses					
Principal	785,000	815,000	-	-	-
Interest	1,135,781	1,081,634	-	-	-
Other	-	-	-	-	68,302
Total Expenses	<u>1,920,781</u>	<u>1,896,634</u>	-	-	<u>68,302</u>
Ending Fund Balance	13,912	68,302	68,302	68,302	-

EQUIPMENT REPLACEMENT FUND

Activity

This fund was to account for major purchases of replacement equipment for various departments within the City.

FUND: 305

DEPARTMENT: 7700-7800

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	539,546	450,846	397,743	397,743	215,350
Revenues					
Interest	2,131	546	-	202	300
Grant Police Equip.	-	-	-	-	-
Transfers-In	19,000	19,000	-	-	-
Other Revenues	11,489	9,845	-	-	-
Total Revenues	<u>32,620</u>	<u>29,391</u>	<u>-</u>	<u>202</u>	<u>300</u>
Expenses					
Loans Made	13,728	2,126	-	1,358	-
Capital Outlay	36,216	1,808	-	-	-
Other	-	226	649	284	-
Capital Outlay - Planning	-	-	-	-	65,000
Capital Outlay - Police Vehicles	-	-	-	-	100,000
Capital Outlay - Admin.	-	-	-	-	-
Capital Outlay - Non Dept.	-	-	-	-	-
Capital Outlay - Fire Equipment	-	15,334	-	-	10,000
Transfers-Out-City Debit Service Fund	71,376	63,000	361,905	180,953	-
Total Expenses	<u>121,320</u>	<u>82,494</u>	<u>362,554</u>	<u>182,595</u>	<u>175,000</u>
Ending Fund Balance	450,846	397,743	35,189	215,350	40,650

**NEW CAPITAL EQUIPMENT/
SMALL PROJECTS FUND**

Activity

This fund is to account for major purchases of new equipment and small capital projects by various departments within the City. Resources have been moved to a designated general fund Capital replacement reserve.

FUND: 306

DEPARTMENT: 7850-57

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	28,641	28,641	28,655	28,654	14,343
Revenues					
Interest	-	13	-	16	20
Transfers-In	-	-	-	-	-
Total Revenues	<u>-</u>	<u>13</u>	<u>-</u>	<u>16</u>	<u>20</u>
Expenses					
Capital Outlay (Equip. & Sm Projects)	-	-	-	-	-
Transfers-Out	-	-	28,655	14,328	-
Total Expenses	<u>-</u>	<u>-</u>	<u>28,655</u>	<u>14,328</u>	<u>-</u>
Ending Fund Balance	28,641	28,654	(0)	14,342	14,363

CAPITAL PROJECTS FUND

Activity

To account for capital projects for the City's infrastructure funded by RDA or other funds.

FUND: 307

DEPARTMENT: XXXX

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	407,534	447,037	455,506	455,506	221,417
Revenues					
Federal Grants	171,210	30,230	-	11,964	-
State Grants	-	26,468	-	-	-
Intergovernmental Revenue	-	-	-	-	-
Other Donation	-	-	-	-	-
Transfers-In	-	-	-	-	-
Total Revenues	<u>171,210</u>	<u>56,698</u>	<u>-</u>	<u>11,964</u>	<u>-</u>
Expenses					
Services/Supplies	-	790	-	-	-
Capital Projects	131,707	47,439	23,820	18,111	-
Transfers-Out	-	-	455,883	227,942	-
Total Expenses	<u>131,707</u>	<u>48,229</u>	<u>479,703</u>	<u>246,053</u>	<u>-</u>
Ending Fund Balance	447,037	455,506	(24,198)	221,417	221,417

**BUILDING / FACILITIES CAPITAL
IMPROVEMENT FUND**

Activity

This fund's purpose was to account for major renovations and repairs to City Buildings and Facilities.

**FUND: 320
DEPARTMENT: 9605**

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	28,459	28,384	28,384	28,384	14,192
Revenues					
Interest	-	-	-	-	-
Bldg/Fac Cap Imprv Bond/Loan Proc	-	-	-	-	-
Transfers-In	-	-	-	-	-
Total Revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Expenses					
Municipal Auditorium	-	-	-	-	-
City Hall Expansion	-	-	-	-	-
Chinese Temple	-	-	-	-	-
Capital Outlay	75	-	-	-	-
Transfers-Out	-	-	28,384	14,192	-
Total Expenses	<u>75</u>	<u>-</u>	<u>28,384</u>	<u>14,192</u>	<u>-</u>
Ending Fund Balance	28,384	28,384	0	14,192	14,192

2004 BOND FUNDED PROJECTS

Activity

This budget accounts for the capital projects which are funded by the former RDA bonds.

FUND: 395

DEPARTMENT: ALL

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	2,735,097	2,742,019	2,747,584	2,747,584	2,750,512
Revenues					
Bond Proceeds	-	-	1,394,839	-	-
State Grants	-	2,587	-	-	-
Interest Income	6,922	2,978	2,980	2,928	2,930
Other	-	-	345,311	-	-
Total Revenues	<u>6,922</u>	<u>5,565</u>	<u>1,743,130</u>	<u>2,928</u>	<u>2,930</u>
Expenses					
Street & Other Projects (9601)	-	-	-	-	-
Drainage Project (9604)	-	-	-	-	-
Building Facility Project (9605)	-	-	-	-	-
Parks Facilities (9607)	-	-	-	-	-
Total Expenses	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance	2,742,019	2,747,584	4,490,714	2,750,512	2,753,442

RDA 2002 BOND PROJECTS

Activity

This budget accounts for capital improvements to parks, recreational and cultural facilities funded by bond proceeds.

FUND: 396

	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	-	359,172	360,081	360,812	360,812	361,196
Revenues						
Investment Earnings		909	731	391	384	384
Expenses						
Capital Outlay (Bldgs)	-	-	-	-	-	-
Capital Outlay (Improvements)	25,000	-	-	-	-	-
Transfers-Out	-	-	-	-	-	-
Total Expenses	<u>25,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance		360,081	360,812	361,203	361,196	361,580

**RDA BUILDING/INFRASTRUCTURE
FACILITY PROJECTS**

Activity

This budget accounts for capital improvements to buildings and other public facilities funded by bond proceeds.

**FUND: 397
DEPARTMENT: 9604**

	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Budget
Expenses				
Services/Supplies	216,475	250,186	-	-
Capital Projects	-	-	-	-
Transfers-Out	-	-	-	-
Total Expenses	<u>216,475</u>	<u>250,186</u>	<u>-</u>	<u>-</u>

RDA PARKS PROJECTS

Activity

This budget accounts for capital improvements to parks, recreational and cultural facilities funded by bond proceeds.

**FUND: 397
DEPARTMENT: 9607**

	2011-12 Actual	2012-13 Actual	2013-14 Actual	2014-15 Budget
Expenses				
Capital Outlay (Bldgs)	-	-	-	-
Capital Outlay (Improvements)	-	71,654	178,531	-
Transfers-Out	-	-	-	-
Total Expenses	<u>-</u>	<u>71,654</u>	<u>178,531</u>	<u>-</u>

LOCAL TRANSIT ENTERPRISE FUND

Activity

This fund is to account for the City's (Article 4) Transit Operations funded by the Local Transportation Fund.

FUND: 410

DEPARTMENT: 7600

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Working Capital Balance	329,224	236,064	422,283	422,283	280,912
Revenues					
Fare Box Receipts	11,206	8,328	9,920	10,141	9,920
Local Transportation Tax	505,692	575,078	550,600	503,008	538,608
Interest Income	561	307	350	179	350
Interfund Transfers-In	-	91,000	-	-	138,118
Total Revenues	<u>517,459</u>	<u>674,713</u>	<u>560,870</u>	<u>513,328</u>	<u>686,996</u>
Expenses					
Regular Transit Operations	519,619	488,494	541,700	558,154	566,501
Accounting/Auditing Services	-	-	-	-	-
Transfers-Out	91,000	-	-	96,545	-
Total Expenses	<u>610,619</u>	<u>488,494</u>	<u>541,700</u>	<u>654,699</u>	<u>566,501</u>
Ending Working Capital Balance	236,064	422,283	441,453	280,912	401,407

SEWER FUND

Activity

Sewer Fund accounts for the activities of the City's Collection System and the Fees Collected on behalf of SCOR.

FUND: 101

DEPARTMENT: 4000/4500

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	2,249,305	2,533,518	3,555,241	3,555,241	3,710,740
Revenues					
Interest	5,432	4,748	-	1,734	3,000
Sewer Service Fees	2,439,474	2,698,983	2,726,577	1,668,795	1,951,765
Sewer Collection Facility Fee	(23,692)	3,588	-	-	-
Other	6,579	19,617	-	4,576	8,052
Transfer-In	58,034	14,541	-	-	175,000
Total Revenues	<u>2,485,827</u>	<u>2,741,477</u>	<u>2,726,577</u>	<u>1,675,105</u>	<u>2,137,817</u>
Expenses					
Total Dept. 4000 Expense	1,261,230	1,013,419	3,007,239	576,083	983,245
Total Dept. 4500 Expense	940,384	706,335	848,394	943,523	825,000
Total Expenses	<u>2,201,614</u>	<u>1,719,754</u>	<u>3,855,633</u>	<u>1,519,606</u>	<u>1,808,245</u>
Ending Fund Balance	2,533,518	3,555,241	2,426,185	3,710,740	4,040,312

SEWER COLLECTION AND MAINTENANCE

Activity

This budget accounts for the activities related to the operation and maintenance of the Sewer Collection System.

FUND: 101
DEPARTMENT: 4000

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Expenses					
Salaries/Benefits	419,748	471,045	182,089	275,017	312,356
Services/Supplies	268,848	212,245	1,394,839	240,839	325,153
Capital Outlay	260,466	11,718	1,085,000	60,227	-
Contingencies	-	-	-	-	-
Transfers-Out Other	312,168	318,411	345,311	-	345,736
Total Expenses	<u>1,261,230</u>	<u>1,013,419</u>	<u>3,007,239</u>	<u>576,083</u>	<u>983,245</u>

SEWER TREATMENT

Activity

This budget accounts for expenses and revenues of the contracted sewage treatment services. Revenues collected from the tax rolls for sewer service charges related to the operation of the regional treatment plant.

FUND: 101

DEPARTMENT: 4500

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Expenses					
Outside Services	940,384	706,335	848,394	943,523	825,000
Total Expenses	<u>940,384</u>	<u>706,335</u>	<u>848,394</u>	<u>943,523</u>	<u>825,000</u>

SEWER CONNECTION FEES FUND

Activity

This fund is to account for City collection of sewer connection fees.

FUND: 104

DEPARTMENT: 4550

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Fund Balance	790,528	826,066	871,370	871,370	921,101
Revenues					
Interest	975	1,771	1,000	487	1,000
Development Impact Fees	-	-	-	-	-
Sewer Connection Fees	34,663	44,013	39,500	50,931	44,824
Total Revenues	<u>35,638</u>	<u>45,784</u>	<u>40,500</u>	<u>51,418</u>	<u>45,824</u>
Expenses					
Services	100	480	-	-	100
Contract Service-Fee Study	-	-	5,680	1,687	-
Transfers-Out	-	-	-	-	-
Total Expenses	<u>100</u>	<u>480</u>	<u>5,680</u>	<u>1,687</u>	<u>100</u>
Ending Fund Balance	826,066	871,370	906,190	921,101	966,825

STORES REVOLVING FUND

Activity

This fund accounts for the cost of office and computer supplies, postage and copier machine operation which are shared by a number of City Departments. The fund is reimbursed based upon each department's share of the cost.

FUND: 520

DEPARTMENT: 7410/7411/7412

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Working Capital Balance	68,531	66,011	70,396	70,396	52,411
Revenues					
Revenues and Transfers-In					
Reimbursements:					
Total Dept. 7410	6,719	8,191	-	2,540	3,000
Total Dept. 7411	15,203	12,538	12,600	9,935	12,000
Total Dept. 7412	17,670	14,141	22,000	11,333	14,000
Total Departments Revenues	<u>39,592</u>	<u>34,870</u>	<u>34,600</u>	<u>23,808</u>	<u>29,000</u>
Expenses					
Total Dept. 7410	2,488	7,500	-	695	1,000
Total Dept. 7411	14,330	3,159	3,221	10,280	12,000
Total Dept. 7412	25,294	19,826	20,217	13,318	16,000
Transfer Out			-	17,500	20,000
Total Expenses	<u>42,112</u>	<u>30,485</u>	<u>23,438</u>	<u>41,793</u>	<u>49,000</u>
Ending Working Capital Balance	66,011	70,396	81,558	52,411	32,411

STORES REVOLVING FUND OFFICE SUPPLIES

Activity

This fund is to account for Office Supplies Operations which is shared by all departments located at City Hall.

FUND: 520
DEPARTMENT: 7410

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Revenues					
Sale of Office Supplies	6,719	8,191	-	2,540	3,000
Total Revenues	<u>6,719</u>	<u>8,191</u>	<u>-</u>	<u>2,540</u>	<u>3,000</u>
Expenses					
Supplies	2,488	7,500	-	695	1,000
Transfers-Out to General Fund	-	-	-	17,500	-
Total Expenses	<u>2,488</u>	<u>7,500</u>	<u>-</u>	<u>18,195</u>	<u>1,000</u>

STORES REVOLVING FUND POSTAGE

Activity

This fund is to account for Postage Operations which is shared by all departments located at City Hall.

FUND: 520

DEPARTMENT: 7411

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Revenues					
Sale of Postage	15,203	12,538	12,600	9,935	12,000
Total Revenues	<u>15,203</u>	<u>12,538</u>	<u>12,600</u>	<u>9,935</u>	<u>12,000</u>
Expenses					
Postage	11,270	2,976	3,014	2,717	3,000
Postage Machine Rental	3,060	183	207	7,563	9,000
Other Supplies/Services	-	-	-	-	-
Total Expenses	<u>14,330</u>	<u>3,159</u>	<u>3,221</u>	<u>10,280</u>	<u>12,000</u>

STORES REVOLVING FUND COPY MACHINE OPERATIONS

Activity

This fund is to account for Copy Machine Operations which is shared by all departments located at City Hall.

FUND: 520

DEPARTMENT: 7412

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Revenues					
Sale of Copies	17,670	14,141	22,000	11,333	14,000
Transfers-In	-	-	-	-	-
Total Revenues	17,670	14,141	22,000	11,333	14,000
Expenses					
Services/Supplies	7,400	12,044	12,316	3,374	4,000
Lease Payments Copier	17,894	7,782	7,901	9,944	12,000
Transfers-Out	-	-	-	-	-
Total Expenses	25,294	19,826	20,217	13,318	16,000

VEHICLE MAINTENANCE FUND

Activity

The Public Works Department provides maintenance services to the City's fleet of vehicles and miscellaneous small engines and trailers.

FUND: 540

DEPARTMENT: 3800

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Beginning Working Capital Balance	18,101	2,722	16,286	16,286	11,132
Revenues					
Vehicle Maint. Internal Fees	-	-	-	-	-
Grants	-	-	-	16,681	-
Other	6,612	5,438	5,675	4,128	5,080
Transfers-In	469,319	427,598	595,044	323,744	488,868
Total Revenues	<u>475,931</u>	<u>433,036</u>	<u>600,719</u>	<u>344,553</u>	<u>493,948</u>
Expenses					
Salaries/Benefits	145,899	153,001	156,451	143,493	203,074
Service/Supplies	345,411	266,471	371,169	206,214	297,007
Capital Outlay	-	-	-	-	-
Total Expenses	<u>491,310</u>	<u>419,472</u>	<u>527,620</u>	<u>349,707</u>	<u>500,081</u>
Ending Working Capital Balance	2,722	16,286	89,385	11,132	5,000

WORKERS' COMPENSATION

Activity

This Fund accounts for the City's Self-Insured Workers' Compensation Program to pay for related on the job injury claims by City employees.

FUND: 550

DEPARTMENT: 7300

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Working Capital Balance	614,653	854,302	754,382	754,382	267,230
Revenues					
Refunds	72,779	-	-	-	-
Interest	1,610	1,111	1,000	277	1,000
Self-Insurance Premiums	330,751	323,437	323,437	420,961	420,961
Total Revenues	<u>405,140</u>	<u>324,548</u>	<u>324,437</u>	<u>421,238</u>	<u>421,961</u>
Expenses					
Claims Expense/ Premium	157,170	323,594	289,300	287,834	320,000
Service/Supplies	-	226	733	2,610	3,000
Pre-1990 Claims	8,303	92,272	228,900	527,023	60,000
Other	18	8,376	2,830	-	3,767
Transfer-out	-	-	181,846	90,923	40,000
Total Expenses	<u>165,491</u>	<u>424,468</u>	<u>703,609</u>	<u>908,390</u>	<u>426,767</u>
Ending Working Capital Balance	854,302	754,382	375,210	267,230	262,424

UNEMPLOYMENT SELF-INSURANCE FUND

Activity

This Fund accounts for Unemployment Insurance for which the City is self-insured. The balance is adequate to pay twice the amount of the highest claims expense in the last three years.

FUND: 552

DEPARTMENT: 7352

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Balance	44,088	76,688	79,807	79,807	75,049
Revenues					
Interest	172	177	100	47	100
Self-Insurance Premiums	46,102	29,888	31,240	27,038	30,000
Total Revenues	<u>46,274</u>	<u>30,065</u>	<u>31,340</u>	<u>27,085</u>	<u>30,100</u>
Expenses					
Claims Expense	13,674	26,720	18,208	3,358	15,000
Other Expense		226	649	285	
Transfers-Out to General Fund	-	-	56,400	28,200	15,100
Total Expenses	<u>13,674</u>	<u>26,946</u>	<u>75,257</u>	<u>31,843</u>	<u>30,100</u>
Ending Balance	76,688	79,807	35,890	75,049	75,049

VISION SERVICE SELF-INSURANCE FUND

Activity

This Fund accounts for the City's self-insured Vision Service Plan. Excess profits over and above what is needed on an ongoing basis belong to the City's General Fund.

FUND: 555

DEPARTMENT: 7355

	2012-13 Actual	2013-14 Actual	2014-15 Budget	2014-15 YTD	2015-16 Budget
Resources					
Beginning Working Capital Balance	149,344	131,340	112,404	112,404	106,452
Revenues					
Interest	390	126	-	64	-
Self-Insurance Premiums	44,831	39,293	43,210	36,356	40,000
Other	-	-	-	-	-
Total Revenues	<u>45,221</u>	<u>39,419</u>	<u>43,210</u>	<u>36,420</u>	<u>40,000</u>
Expenses					
Other		226	1,300	132	500
Claims Expense	28,910	23,128	26,336	21,013	25,000
Transfers-Out to General Fund	34,315	35,001	42,454	21,227	15,000
Total Expenses	<u>63,225</u>	<u>58,355</u>	<u>70,090</u>	<u>42,372</u>	<u>40,500</u>
Ending Working Capital Balance	131,340	112,404	85,524	106,452	105,952

**SUMMARY OF TRANSFERS
FISCAL YEAR 2015- 2016**

Fund	Account #	Transfer-In	Transfer-Out
Community Promotions	100-4959-7000	11,000	
General Fund	001-9000-1700		11,000
Special Aviation Fund	130-9000-3500		97,000
General Fund - Cost Allocation	001-4959-7200	97,000	
Building and Code	001-9000-2990		105,943
General Fund - Cost Allocation	001-4959-7200	105,943	
Supplemental Law Enforcement Services	157-9050-7400		110,000
General Fund - Police Support	001-4959-2500	110,000	
Public Safety Augmentation	156-9050-7400		100,000
General Fund - Police Support	001-4959-2500	100,000	
Fire Grants	166-9000-2010		-
General Fund - Fire Support	001-4959-2000	-	
Recycling Fund	119-9010-1995		23,593
Economic Development Block Grant Fund	151-9010-8000		310,925
First Time Home Buyer	149-9010-8000		-
Housing Fund	141-9010-8910		28,817
RDA Housing Set Aside	199-4959-9100	172,400	
CDBG Housing Revolving Loan	450-9000-8450		20,000
CALHOME Revolving	454-9000-xxxx	52,000	-
RBEH	458-9000-xxxx		7,129
Home Revolving Loan Fund	455-4959-8455		-
City RLF	460-9010-8460		-
CDBG Fund	150-9010-8xxx		148,500
Housing Program Income Account	453-4959-8453		102,705
Housing Administration - Salary and Admin Re	140-4959-8900	416,583	-
Misc Grant Enterprise Zone	160-9000-xxxx		-
Economic Development RLF	451-9000-84xx	687	-
Housing Support to General Fund	140-9xxx-xxxx		-
General Fund From Housing Support	001-4959-7200	-	
Sewer Fund	101-9000-4000		345,736
General Fund - Cost Allocation	001-4959-7200	147,736	
General Fund - Planning and Dev Services	001-4959-1600	95,000	
General Fund Public Works	001-4959-3000	103,000	
Gas Tax 120	120-9000-7400		95,100
Gas Tax 125	125-9000-7400		59,000
Gas Tax 127	127-9000-7400		250,600
Streets	001-4959-3100	404,700	
Local Transportation Fund	111-9000-7600		138,118
Local Transit Enterprise Fund	410-4959-7600	138,118	
Vehicle Maintenance Fund	540-4959-3800	488,868	
General Fund (Var Vehicle Accounts)	001-7540-xxxx		488,868
OPFA	180-9000-1800		22,502
OPFA 92 Redemption - Bond Payments	280-4959-1810		68,302
Successor Agency	198-4959-9000	90,804	
General Fund	001-4959-1500	4,532	
OAD 1993-1 Debt Service Fund	276-9000-6760		4,532
Capital Projects Fund	307-9000-xxxx		-
New Capital Equipment Small Projects Fund	306-9000-7850		-
Equipment Replacement Fund	305-9000-7700		-
Building Facil Capital Fund	320-9000-xxxx		-
City Debt Service Fund	230-4959-7200	55,000	
General Fund	001-9000-7200		55,000
Stores Revolving Fund	520-9000-xxxx		20,000
General Fund	001-4959-7200	20,000	
General Fund	001-4959-7200	15,100	
Unemployment Fund	552-9000-7532		15,100
Vision Fund	555-9000-7355		15,000
General Fund	001-4959-7200	15,000	
Workers Compensation	550-7300-9000		40,000
General Fund Overage From Workers Comp F	001-4959-7200	40,000	
Contingency Fund	165-4959-7420	7,600	
General Fund	001-9000-7200		7,600
Sewer Fund	101-4959-4000	175,000	
Equipment Replacement Fund	305-9000-2500		100,000
Fire Dept	305-9000-2000		10,000
Streets	305-9000-3100		65,000

Subtotal Transfers

2,866,071

2,866,071

**SUMMARY OF CHANGE IN FUND BALANCES
FISCAL YEAR 2015 - 2016 ANNUAL BUDGET**

Fund:	Fund #	Beginning Fund Balance	Revenues & Sources Revenues	Expenses & Uses Expenditure	Ending Fund Balance
General Fund	001	2,849,097	10,354,925	12,567,135	636,887
Special Revenue Funds					
Community Promotion	100	12,450	13,500	25,000	950
Thermalito Drainage Impact Fees	105	487,502	4,350	175,000	316,852
Parks Development Fees	106	117,963	45,112	40,500	122,575
Thermalito Traffic Impact Fees	107	153,907	84	2,500	151,491
Traffic Impact Fees	108	811,431	87,064	10,000	888,495
Drainage Impact Fees City Wide	109	583,848	75,350	156,000	503,198
Local Transportation	111	138,068	50	138,118	-
Gas Tax RSTP Fund	112	324,566	580	-	325,146
Canine Donations	113	9,129	9,000	5,000	13,129
Technology Fee Fund	116	1,185	25,015	21,000	5,200
SB1186 C/Fund	118	1,381	1,087	40	2,428
Recycling Fund	119	59,604	20,823	74,438	5,989
Special Gas Tax	120	39,393	100,000	95,200	44,193
Special Gas Tax	125	27,847	59,000	59,000	27,847
Special Gas Tax	127	151,187	250,601	250,600	151,188
Airport Improvement	130	511,565	485,561	440,466	556,660
Asset Seizure	155	217,196	240	-	217,436
Public Safety Augmentation	156	117,014	89,847	100,000	106,861
Police Supplemental Law Enforcement	157	19,576	94,234	110,000	3,811
Law Enforcement Grants	158	100,983	88,000	88,000	100,983
Law Enforcement Impact Fees	159	58,614	5,050	2,500	61,164
Fire Suppression Impact Fees	163	19,841	2,550	4,500	17,891
Contingency	165	292,568	7,600	-	300,168
Grants/Fire Fund	166	(283,953)	357,487	357,487	(283,953)
PEG Fee Fund	168	70,284	18,016	-	88,300
General Government Dev. Impact Fees	169	6,972	8,515	2,000	13,487
Oroville Public Finance Authority	180	22,502	-	22,502	-
Landscape/Lighting Maintenance Districts	184	39,836	20,346	34,225	25,957
Benefit Assessment Districts	185	57,740	72	3,301	54,510
Westside Public Safety Facility 2006-1	186	280,096	58,280	800	337,576
Public Safety Services 2006-2	187	280,110	58,150	400	337,860
Supplemental Benefit Fund	190	300,837	135,021	135,021	300,837
RDA / Successor Agency	198	324,332	1,373,702	2,081,255	(383,222)
Manufacturing Development Center	440	(109,420)	-	17,000	(126,420)
Pioneer Musuem	435	101,047	-	-	101,047
RDA Revolving Loan Fund	498	54,410	-	-	54,410
Feather River Bluffs	610	(560,981)	-	-	(560,981)
Plan Retention Fund	705	22,812	4,030	25	26,817
Annexation	710	35,302	75	35,377	0
Subtotal		7,747,838	13,853,318	17,054,390	4,546,766

**Summary of Change In Fund Balances 2015-2016
(Continued)**

Fund:	Fund #	Beginning Fund Balance	Revenues & Sources Revenues	Expenses & Uses Expenditure	Ending Fund Balance
Business Assistance/Housing Dev.					
Housing Administration	140	(2,102)	416,583	367,950	46,531
Housing Program Fund	141	1,158,978	493,817	493,817	1,158,978
First Time Home Buyer Grant	149	751,945	780,000	780,000	751,945
Community Dev. Block Grants	150	1,949,160	883,500	883,500	1,949,160
CDBG Grant	151	276,353	448,868	448,868	276,353
Planning Grants	160	86,930	100,000	100,000	86,930
RDA Housing Set-aside	199	(171,269)	-	-	(171,269)
Housing Rehabilitation (CDBG)	450	736,530	130,000	130,000	736,530
Economic Development (EDBG)	451	(687)	687	-	-
CDBG Housing Revolving Loan	452	-	-	-	-
Housing Program Income	453	604,294	577,000	1,082,494	98,800
Cal Home Revolving Loan Fund	454	90,928	52,200	52,000	91,128
Home Revolving Loan Fund	455	107,655	400	-	108,055
RBEG	458	7,129	-	7,129	-
City Revolving Loan	460	151,238	80	-	151,318
Debt Service					
City Debt Service Fund	230	(396,660)	726,874	726,806	(396,592)
OAD 1993-1 Debt Service	276	118,378	-	4,532	113,846
OPFA Redemption Fund	280	68,302	-	68,302	-
Capital Projects					
Equipment Replacement	305	215,350	300	-	215,650
Capital Equipment	306	14,343	20	-	14,363
Capital Projects	307	221,417	-	-	221,417
Bldg/Facilities Capital Improv. Fund	320	14,192	-	-	14,192
RDA Bond Fund Projects	395	2,750,512	2,930	-	2,753,442
RDA Capital Projects Funds	396	361,196	384	-	361,580
RDA Bond Fund Projects	397	277,968	-	-	277,968
Enterprise Funds					
Local Transit Enterprise Fund	410	280,912	686,996	566,501	401,407
Sewer Collections & Maintenance	101	3,710,740	2,137,817	1,808,245	4,040,312
Sewer Connection Fund	104	921,101	45,824	100	966,825
Internal Service Funds					
Stores Revolving	520	52,411	29,000	49,000	32,411
Vehicle Maintenance	540	11,132	493,948	500,081	5,000
Workers' Compensation (Self-Funded)	550	267,230	421,961	426,767	262,424
Unemployment Self-Insurance	552	75,049	30,100	30,100	75,049
Self-Insurance Vision Plan	555	106,452	40,000	40,500	105,952
Subtotal		14,817,105	8,499,290	8,566,693	14,749,702
Total		22,564,944	22,352,608	25,621,083	19,296,468

BUTTE COUNTY HISTORICAL SOCIETY

POST OFFICE BOX 2195
OROVILLE, CALIFORNIA 95965-2195

May 20, 2015

City of Oroville
MAY 20 2015
Administration

City of Oroville
City Council
1735 Montgomery Street
Oroville, Ca. 95965

Dear Oroville City Council,

After seeing the 1922 Buick of Cornelia Lott's in the Feather Fiesta Parade this year, I was wondering if the car could be brought to the **5th Annual Butte County Olive Festival at the Ehmann Home Parking Lot** in Oroville, for showing, **Saturday, June 20, 2015, 10:00 a.m. To 2:00 p.m.**? (1480 Lincoln Street, Historic Downtown Oroville)

It is a magnificent car and of the period of when the Ehmanns lived in the Ehmann home at Robinson and Lincoln. I think the Ehmann's had a similar car. And, I think people would love to see Cornelia's car again and it would add so much in a special attraction to the Olive Festival.

May I extend an invitation to all of you to attend the Olive Festival, June 20th, 10-2.

Sincerely,



Alberta Tracy

Chairman- 5th Annual Butte County Olive Festival

877-7436

**GALA
DINNER
THURSDAY
JUN 18**

**5th ANNUAL
BUTTE COUNTY**

**WINE
TASTING
FRIDAY
JUN 19**



OLIVE FESTIVAL

Celebrate The Olive!

**Saturday, June 20 • 10am-2pm
FREE ADMISSION**

**Tour the
"House That Olives Built"**

Lunch Served 11am-1pm

Olive & Olive Oil Tastings

Ice Cream and Popcorn

Free Live Music

Silent Auction

Antique Vendors

Art Show

1914 Model T's

Children's Craft Activity

Drawings

Beer Tasting

**WITH CRAFT BEERS FROM
FEATHER FALLS CASINO BREWING CO.**

**Held At The
Ehmann Home**
*ON THE CORNER OF
Lincoln St. & Robinson St.
OROVILLE, CA*



BUTTE COUNTY HISTORICAL SOCIETY

Info: (530) 533-9418 or (530) 877-7436

Gala in the Garden



Thursday, June 18, 2015

6 - 9 PM

Victorian Rose in Biggs

Come join us in kicking off the Butte County Olive Festival with a fun evening dining in the garden of the Victorian Rose, located at the historic Hastings House in Biggs. Dinner includes hors d'oeuvres, the main course and sides, beverages, and dessert. The Marks, a chamber group, will be providing the music. There will also be a raffle/silent auction.

The Victorian Rose is located at 429 B Street in Biggs. A map and directions will be included with the tickets. All proceeds will help support the programs of the Butte County Historical Society.

Tickets: \$50 per person; \$80 per couple; or \$300 per table of 8

Reservations deadline is June 8th and is limited to 80 people.

For more information call 533-9418 (Archives); 533-6337 (Dixie); or 846-0421 (Dorothy)

5th Annual Butte County Olive Festival



Presents

Wine Tasting

at



The Gray Nurse Hardware

1359 Huntoon Street, Historic Downtown Oroville

Friday June 19, 2015

4 pm - 7 pm

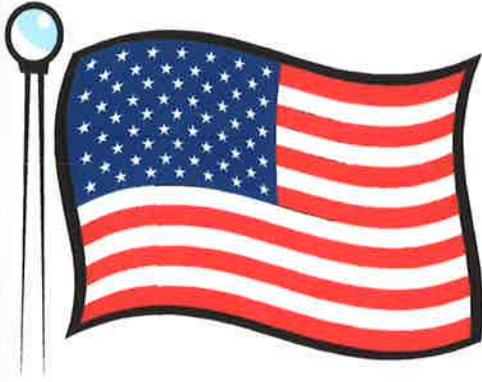
\$10.00

Wine and Cheese provided by Mike - The Wine Guy

Grocery Outlet of Oroville

Sponsored by Butte County Historical Society

533- 9418 or 877-7436



Flag Day Celebration

Sunday, June 14, 2015

1:00 pm

Flag Raising

At The Liberty Pole

Corner of Montgomery & Huntoon

Historic Downtown Oroville

Followed by an

Ice Cream Sundae \$3.00

at

Mug Shots Cofeehouse

2040 Montgomery Street

Sponsored By:

Oroville Heritage Council

"Loyal and Patriotic Order of Liberty Pole"

Butte County Historical Society

Oroville Downtown Business Association

City of Oroville

Oroville Area Chamber of Commerce

Oroville Veterans—Memorial Park

Native Sons of the Golden West—John Bidwell Parlor 21

Oroville Republican Women Federated

OROVILLE FIREMEN'S ASSOCIATION



TO CITY OF OROVILLE,

1725 Montgomery Street
OROVILLE, CALIFORNIA
95965

City of Oroville
24 MAY 2015
MAY 27 2015
Administration

ON BEHALF OF THE OROVILLE FIREFIGHTERS LOCAL #2404, WE WISH TO THANK YOU FOR YOUR GENEROUS CONTRIBUTIONS IN OUR 27TH ANNUAL CHILI COOK-OFF COMPETITION BENEFITTING OROVILLE AREA ORGANIZATIONS. WE HAD OVER 3000 PEOPLE ATTEND OUR FUNDRAISER WITH 8 CHILI TEAMS COMPETING AND A LIVE BAND THAT ROCKED THE AFTERNOON AWAY. PEOPLE FROM ALL AGES ENJOYED ALL THE SITES AND SOUNDS FROM OUR VENUE.

THIS YEAR WITH YOUR HELP WE RAISED JUST OVER \$2000.00 THAT WILL BE DONATED LOCALLY. WE ARE SO APPRECIATIVE OF ALL YOU DONE BECAUSE WITHOUT YOUR HELP WE COULDN'T SERVE SUCH A PARAMOUNT FUNDRAISER IN THE HEART OF OUR GREAT CITY. THIS YEAR, WE ARE MAKING SEVERAL DONATIONS ALREADY, INCLUDING BUT NOT LIMITED TO:

- ✓ HARRISON STADIUM
- ✓ LAKE OROVILLE LITTLE LEAGUE
- ✓ OAKDALE HEIGHTS JOG-A-THON
- ✓ OROVILLE HIGH SAFE GRAD. NIGHT
- ✓ OROVILLE BOYS & GIRLS CLUB

WE LOOK FORWARD TO PARTNERING WITH YOU AGAIN NEXT YEAR.

RESPECTFULLY,
MEN & WOMEN OF LOCAL #2404