



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**OCTOBER 6, 2015**  
**CLOSED SESSION 5:00 P.M.**  
**OPEN SESSION 6:00 P.M.**  
**AGENDA**

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### 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

Proclamation recognizing *October 2015 as Domestic Violence Awareness Month*

### 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 SEPTEMBER 15, 2015 REGULAR MEETING OF THE OROVILLE

CITY COUNCIL – minutes attached

2. **CAPITAL PROJECTS/EQUIPMENT REPLACEMENT FUND TRANSFER REVERSAL** – staff report

The Council may consider the reversal of a transfer from the General Fund to the Equipment Replacement and Capital Projects Funds, in the amount of \$437,415. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the transfer from the General Fund, in the amount of \$437,415, to replenish the Equipment Replacement and Capital Projects Funds.**

3. **PUBLIC AUTHORITY AGGREGATE WATER BUDGET PROGRAM** – staff report

The Council may consider enrollment in the Public Authority Aggregate Water Budget Program for the City of Oroville. **(Donald Rust, Director of Community Development and Wade Atteberry, Parks and Trees Supervisor)**

Council Action Requested: **Direct staff to enroll the City of Oroville into the Public Water Budget Program with the California Water Service Company.**

4. **POTENTIAL FUNDING OPPORTUNITIES FROM STATE AGENCIES AND CORPORATE SPONSORS**  
– staff report

The Council may consider seeking funding opportunities from state agencies and corporate sponsors. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Authorize staff to make in-person contacts and seek sponsorship from relevant state agencies and other potential corporate sponsors.**

5. **PURCHASE OF SIX (6) GPH ANALOG BENDIX KING PROGRAMMABLE HANDHELD RADIOS WITH BATTERIES** – staff report

The Council will be advised of the purchase of six (6) GPH Analog Bendix King programmable radios by the Fire Department, utilizing Fire Impact fees, in the amount of \$5,652.07, for the purchase. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested: **For information purposes only.**

6. **PROFESSIONAL SERVICES AGREEMENT WITH THE OROVILLE AREA CHAMBER OF COMMERCE** – staff report

The Council may consider a Professional Services Agreement with the Oroville Area Chamber of Commerce, in the amount of \$10,000, to provide assistance to the City for marketing and tourism related activities. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8429 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE OROVILLE AREA CHAMBER OF COMMERCE, IN THE AMOUNT OF \$10,000, TO PROVIDE ASSISTANCE TO THE CITY FOR MARKETING AND TOURISM RELATED ACTIVITIES – (Agreement No. 1412-14).**

**PUBLIC HEARINGS**

7. **EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS** – staff report

The Council may consider adopting an ordinance adding a section to the City of Oroville Municipal Code, per Subsection (a) of Section 65850.5 of the California Government Code, regarding the implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems. **(Donald Rust, Director of Community Development and Gary Layman, Chief Building Official)**

Council Action Requested: **Waive the first reading and introduce by title only, Ordinance No. 1810 - AN ORDINANCE OF THE OROVILLE CITY COUNCIL ADOPTING THE PROPOSED AMENDMENTS TO THE OROVILLE MUNICIPAL CODE SECTION 21-1 RELATING TO THE EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS.**

## **REGULAR BUSINESS**

### **8. AGREEMENT WITH RICK CARPENTER ROOFING – staff report**

The Council may consider an Agreement with Rick Carpenter Roofing, in the amount of \$5,670, for the State Theatre Roof Repairs Project. **(Donald Rust, Director of Community Development and Gary Layman, Chief Building Official)**

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

### **9. OROVILLE OPHIR LIONS CLUB FEE WAIVER AND FACILITY USE REQUEST – staff report**

The Council may consider a request from the Oroville Ophir Lions Club for the use of a City facility, at no cost for three monthly meetings and a fee waiver request for the use of the Municipal Auditorium on December 4 – 6, 2015. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Provide direction to staff.**

### **10. REQUEST FROM OROVILLE UNION HIGH SCHOOL DISTRICT TO USE CITY COUNCIL CHAMBERS – staff report**

The Council may consider a request from the Oroville Union High School District to utilize the City Council Chambers for their bi-monthly board meetings. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Direct staff, as necessary.**

### **11. AGREEMENT WITH BUTTE COUNTY FOR PLACING COMMUNITY FACILITIES DISTRICT 2006-1 AND 2006-2 SPECIAL TAXES ON PROPERTY TAX BILL – staff report**

The Council may consider an Agreement with Butte County for placement of the annual Community Facilities District special tax onto the property tax bills for those properties subject to the City's CFD 2006-1 and 2006-2 annual tax. **(Donald Rust, Director of Community Development and Rick Walls, Interim, City Engineer)**

Council Action Requested:

- 1. Adopt Resolution No. 8430 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BUTTE COUNTY FOR THE PLACEMENT OF COMMUNITY FACILITIES DISTRICT 2006-1 TAXES ON THE PROPERTY TAX BILLS – (Agreement No. 3148); and**

2. **Adopt Resolution No. 8431 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BUTTE COUNTY FOR THE PLACEMENT OF COMMUNITY FACILITIES DISTRICT 2006-1 TAXES ON THE PROPERTY TAX BILLS – (Agreement No. 3149).**

**12. BUTTE COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT – staff report**

The Council may consider a Resolution granting consent to the County of Butte to form a Butte County Tourism Business Improvement District and to include the jurisdiction of the City of Oroville within the District. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Council Action Requested: **Adopt Resolution No. 8432 – A RESOLUTION OF THE COUNCIL OF THE CITY OF OROVILLE, STATE OF CALIFORNIA, GRANTING CONSENT TO THE COUNTY OF BUTTE TO FORM THE BUTTE COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT.**

**13. PROFESSIONAL SERVICES AGREEMENT WITH HOLDREGE & KULL – staff report**

The Council may consider a Professional Services Agreement with the lowest responsible bidder, Holdrege & Kull, in the amount of \$23,704, for materials testing services for the Oro Dam Traffic Signals and Table Mountain Boulevard Roundabout Projects. **(Donald Rust, Director of Community Development and Rick Walls, Interim, City Engineer)**

Council Action Requested:

1. **Adopt Resolution No. 8433 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOLDREGE & KULL, IN THE AMOUNT OF \$23,704, FOR MATERIALS TESTING SERVICES FOR THE ORO DAM BOULEVARD TRAFFIC SIGNALS AND TABLE MOUNTIAN BOULEVARD ROUNDABOUT PROJECTS – (Agreement No. 3150); and**
2. **Authorize a 5% contingency, not to exceed \$1,185.**

**14. ESTABLISHMENT OF A BOARD OF DIRECTORS FOR THE CITY OF OROVILLE MUSEUM AND CULTURAL FACILITIES FOUNDATION - staff report**

The Council may consider seeking applications from individuals desiring to serve as a Director on the Board of City Museums and Cultural Facilities Foundation for terms ranging from one to three years. **(Donald Rust, Director of Community Development)**

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

**15. ADDITIONAL ROADWAY IMPROVEMENTS FOR WALMART SUPERSTORE PROJECT – staff report**

The Council may consider the use of traffic impact fees, estimated at \$40,000, for the construction of additional curb, gutter and sidewalk improvements along the east side of Feather River Boulevard. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Authorize the use of traffic impact fees to pay the actual cost of additional curb, gutter and sidewalk improvements for the Walmart Superstore Project, estimated at \$40,000.**

**16. PROFESSIONAL SERVICES AGREEMENT WITH PATRICK CLARK CONSULTING – staff report**

The Council may consider a Professional Services Agreement with Patrick Clark Consulting for Labor Negotiation Services. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8434 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PATRICK CLARK CONSULTING FOR LABOR NEGOTIATION SERVICES RELATING TO ALL EMPLOYEE ASSOCIATIONS OF THE CITY OF OROVILLE - (Agreement No. 3115).**

**SUCCESSOR AGENCY** - None

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

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

**CORRESPONDENCE**

- California Water Service Company, received September 22 , 2015
- Butte County Administration, received September 23, 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 54957.6, 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.
2. Pursuant to Government Code Section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Assistant Chief of Police.
3. Pursuant to Government Code Section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Deputy Fire Chief.
4. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiator, Acting City Administrator, and the City Attorney regarding the property identified as 1729 Boynton Avenue, Oroville, CA. 95966.
5. 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, October 20, 2015, at 5:00 p.m.

*Accommodating Those Individuals with Special Needs* – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

**CITY COUNCIL MEETING MINUTES  
SEPTEMBER 15, 2015 – 5:00 P.M.**

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The agenda for the September 15, 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](http://www.cityoforoville.org) on Friday, September 11, 2015, at 3:30 p.m.

The September 15, 2015 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:01 p.m.

**ROLL CALL**

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

Absent: None

**Staff Present:**

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Donald Rust, Director of Community Development  
Jamie Hayes, Assistant City Clerk  
Rick Walls, Interim City Engineer  
Ruth Wright, Director of Finance  
Ill Bob Marciniak, SBF Program Specialist  
Liz Ehrenstrom, Human Resource Manager  
Rick Farley, RDA Coordinator

Bill LaGrone, Director of Public Safety  
Karolyn Fairbanks, Treasurer  
Dean Hill, Jr. Assistant Fire Chief  
Amy Bergstrand, Management Analyst  
Allen Byers, Assistant Police Chief  
Tyson Pardee, IT Manager  
Chris Nicodemus, Police Lieutenant

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Dahlmeier.

**PROCLAMATION / PRESENTATION**

Mayor Dahlmeier read a Proclamation recognizing September 13 – 19, 2015 as "National Assisted Living Week".

Mayor Dahlmeier presented Katie Fox, Co-Founder of the Butte Diaper Bank, with a Proclamation recognizing September 28 – October 4, 2015 as "Diaper Need Awareness Week".

Tanya Sundberg, PlaceWorks, Inc., and Claudia Stewart, Butte County, gave a Presentation relating to the Urban Greening Plan.

Chris DeVine and Jon Clark, Butte County Association of Governments, gave a Presentation relating to Butte Regional Conservation Plan.

## RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Allen Young – Item No. 15  
Sarah Britton – Item No. 23

Chris Connell – Item No. 19  
Mike Britton – Item No. 23

## CONSENT CALENDAR

A motion was made by Vice Mayor Wilcox, seconded by Council Member Hatley, to approve the following Consent Calendar, with exception to Item No. 3, 10 and 12:

1. **APPROVAL OF THE MINUTES OF SEPTEMBER 1, 2015 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached
2. **SUPPLEMENTAL BENEFITS FUND AGREEMENT WITH ENVIRONMENTAL SCIENCE ASSOCIATES** – staff report

The Council, serving as the Supplemental Benefits Fund Administrator, considered a Professional Services Agreement, in the amount of \$68,950, with Environmental Science Associates for the preparation of the Feather River Consolidated Master Plan. **(Donald Rust, Director of Community Development and Bob Marciniak, SBF Program Specialist)**

Council Action Requested: **Adopt Resolution No. 8426 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE, AS THE SUPPLEMENTAL BENEFITS FUND ADMINISTRATOR, AND ENVIRONMENTAL SCIENCE ASSOCIATES, IN THE AMOUNT OF \$68,950, FOR THE PREPARATION OF THE FEATHER RIVER CONSOLIDATED MASTER PLAN – (Agreement No. 3145).**

3. **THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**
4. **PURCHASE OF STORMWATER COMPLIANCE MATERIALS** – staff report

The Council considered the purchase of stormwater compliance materials from WGR Southwest, in the amount of \$2,825, for the City's Small MS4 Statewide General Permit. **(Donald Rust, Director of Community Development and Rick Walls, Interim City Engineer)**

Council Action Requested: **Authorize the purchase of stormwater compliance materials from WGR Southwest, in the amount of \$2,825, for the City's Small MS4 Statewide General Permit.**

5. **STATE THEATRE BUILDING REPAIRS BY B & B PAINTING AND DRYWALL** – staff report

The Council received an update regarding B & B Painting and Drywall's repair work on the exterior of the State Theatre's commercial spaces. **(Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III)**

Council Action Requested: **None.**

**6. ADOPTION OF STANDARDIZED FORMAT AND STYLE METHODOLOGY FOR THE OROVILLE CITY MUNICIPAL CODE – staff report**

The Council considered a standard of formatting and stylistic methodology to be utilized in the codification of the Oroville City Municipal Code. (**Donald Rust, Director of Community Development; Jamie Hayes, Assistant City Clerk and Scott Huber, City Attorney**)

Council Action Requested: **Approve the standard for formatting and stylistic methodology to be utilized in the codification of the Oroville City Municipal Code, as indicated in the September 15, 2015 staff report.**

**7. FORMATION OF A CITY GRANT WRITING TEAM – staff report**

The Council considered the formation of a City grant writing team for the interdepartmental collaboration in the identification, evaluation, preparation, review and submittal of potential grant applications. (**Donald Rust, Director of Community Development and Luis Topete, Associate Planner**)

Council Action Requested: **Direct the City personnel, identified in the September 15, 2015 staff report, or his/her designee, to participate as members of a City grant writing team for the interdepartmental collaboration in the identification, evaluation, preparation, review and submittal of potential grant applications.**

**8. PROPOSED ARTWORK ONTO PACIFIC GAS AND ELECTRIC COMPANY CABINET – staff report**

The Council considered a proposed art project to decorate a PG&E cabinet located at 2280 6<sup>th</sup> Street, Oroville, with the re-production of a 2014 peace poster contest drawing and other complimentary designs. (**Donald Rust, Director of Community Development and Luis Topete, Associate Planner**)

Council Action Requested: **Approve the placement of the proposed art project to decorate a PG&E cabinet located at 2280 6<sup>th</sup> Street, Oroville, with the re-production of a 2014 peace poster contest drawing and other complimentary designs.**

**9. CHICO CERTIFIED FARMERS MARKET – staff report**

The Council received an update on the solution to the safety concerns expressed by the manager of the Chico Certified Farmers Market. (**Donald Rust, Director of Community Development and Luis Topete, Associate Planner**)

Council Action Requested: **None.**

**10. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

**11. FEE WAIVER REQUEST BY THE OROVILLE HMONG NEW YEAR FESTIVAL COMMITTEE – staff report**

The Council considered a fee waiver request from the Oroville Hmong New Year Festival Committee, in the amount of \$6,415, for Police Services relating to the 2015 Oroville Hmong New Year Festival, to be held October 10 – 11, 2015 at the Nelson Avenue Sports Complex. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested: **Waive 65% of the fees, in the amount of \$6,415, and have the applicant pay the remainder of the fees, in the amount of \$3,454, for the 2015 Oroville Hmong New Year Festival.**

**12. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

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**

**3. PURCHASE OF COST ALLOCATION SOFTWARE AND LICENSE AND SERVICE AGREEMENT WITH COSTTREE, LLC – staff report**

The Council considered the purchase of cost allocation software, in the amount of \$4,000, and a License and Service Agreement with Costtree LLC. **(Ruth Wright, Director of Finance)**

This item was removed from the Consent Calendar at the request of staff so that additional information could be provided.

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

- 1. Approve the purchase of cost allocation software from Costtree LLC in the amount of \$4,000; and**
- 2. Adopt Resolution No. 8427 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORTIZING AND DIRECTING THE MAYOR TO EXECUTE A LICENSE AND SERVICE AGREEMENT WITH COSTTREE, LLC. RELATING TO COST ALLOCATION SOFTWARE – (Agreement No. 3146).**

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

**10. SURPLUS OF VARIOUS ITEMS OF PERSONAL PROTECTIVE EQUIPMENT – staff report**

The Council considered the surplus of various items of Personal Protective Equipment that is no longer in service at the Fire Department. **(Bill LaGrone, Director of Public Safety)**

This item was removed from the Consent Calendar at the request of Council Member Hatley so that staff could provide additional information.

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

**Authorize the surplus and transfer of various items of Personal Protective Equipment to the Butte College Fire Academy, to local humanitarian groups for the donation of this equipment to impoverished countries, or in any other manner compliant with law and in the judgement of the Fire Chief/Public Safety Director, as indicated in the September 15, 2015 staff report.**

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

**12. JOB RELATED TRAINING FOR CITY STAFF – staff report**

The Council received a report regarding the enrollment of two employees in job related training. **(Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III)**

At the request of Council Member Hatley, this item was removed from the Consent Calendar, for additional comments.

Council Action Requested: **None.**

**PUBLIC HEARINGS**

**11. STREAMLINE SOLAR PERMITTING**

The Council will conduct a public hearing to review and consider adopting an ordinance amending the City of Oroville Municipal Code regarding the implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems per AB 2188. **(Donald Rust, Director of Community Development and Gary Layman, Chief Building Official)**

This item was continued to the October 6, 2015 City Council agenda therefore; no action was taken on the following:

Council Action Requested: **Waive the first reading and introduce by title only, Ordinance No. 1810 – AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING THE CITY OF OROVILLE MUNICIPAL CODE REGARDING THE IMPLEMENTATION OF CONSISTENT STATEWIDE STANDARDS TO ACHIEVE THE TIMELY AND COST-EFFECTIVE INSTALLATION OF SOLAR ENERGY SYSTEMS PER AB 2188.**

## **REGULAR BUSINESS**

### **14. PURCHASE OF UPGRADE FOR LASERFICHE – staff report**

The Council considered the purchase of an upgrade for Laserfiche, a document scanning retention program, from Ray Morgan Company, in the amount of \$25,965. **(Donald Rust, Director of Community Development and Tyson Pardee, IT Manager)**

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

**Authorize the purchase of an upgrade for Laserfiche from Ray Morgan Company, in the amount of \$25,965.**

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. ZC 15-01: SIGN CODE AMENDMENT – REQUIREMENTS FOR THE DOWNTOWN HISTORIC OVERLAY AND HISTORIC PRESERVATION DISTRICTS – staff report (Continued from September 1, 2015)**

The Council considered amending Section 26-19.105 of the Oroville Municipal Code relating to the City's sign regulations in the Downtown Historic Overlay/Historic Preservation District. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Allen Young made spoke in support of Ordinance No. 1809.

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

**Waive the second reading and adopt by title only, Ordinance No. 1809– AN ORDINANCE OF THE OROVILLE CITY COUNCIL ADOPTING THE PROPOSED AMENDMENTS TO THE OROVILLE MUNICIPAL CODE SECTION 26-19.150 RELATING**

**TO THE CITY'S SIGN REGULATIONS IN THE DOWNTOWN HISTORIC OVERLAY / HISTORIC PRESERVATION DISTRICT.**

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. 2014 COMMUNITY DEVELOPMENT BLOCK GRANT AND ESTABLISHMENT OF A BUDGET FOR PROGRAM AND PROJECT ACTIVITIES – staff report**

The Council considered accepting the 2014 Community Development Block Grant Allocation, Agreement No. 14-CDBG-9893, in the amount of \$500,001, and approving a supplemental appropriation to establish the budget for related program activities. **(Donald Rust, Director of Community Development and Amy Bergstrand, Management Analyst III)**

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

- 1. Accept the 2014 Community Development Block Grant Allocation, Agreement No. 14-CDBG-9893, in the amount of \$500,001; and**
- 2. Approve Supplemental Appropriation No. 2015/16-0915-00 as indicated in the fiscal impact of the staff report, dated September 15, 2015.**

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. ACCEPTANCE OF TIRE-DERIVED GRANT FROM CALRECYCLE – staff report (Continued from August 18, 2015)**

The Council considered accepting the 2014/2015 Tire Derived Product Grant from CalRecycle, in the amount of \$35,932. **(Donald Rust, Director of Community Development and Rick Farley, Interim Recycling Coordinator)**

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

**Adopt Resolution No. 8406 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GRANT AGREEMENT WITH CALRECYCLE, FOR GRANT FUNDS IN THE AMOUNT OF \$35,932, TO BE RECEIVED UNDER THE FISCAL YEAR 2014/2015 TIRE DERIVED PRODUCT GRANT PROGRAM.**

The motion was passed by the following vote:

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

**18. REGULATIONS REGARDING UNITED STATES FLAG USE ETIQUETTE – staff report**

The Council considered directing staff to develop regulations regarding proper etiquette for use of the United States flag. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Following discussion, Council directed staff to return with a United States Flag Use Policy, to include all City flags at all City facilities.

**19. COMPLETION OF THE URBAN FOREST MANAGEMENT PLAN, AMENDMENTS TO THE EXISTING TREE ORDINANCE AND NEW VEGETATION MANAGEMENT PLAN – staff report**

The Council considered initiating the process to complete an Urban Forest Management Plan, amend the existing Tree Ordinance and other relevant City Municipal Code sections, complete a Vegetation Management Plan for the areas along the Feather River, and appoint an Ad hoc sub-committee to oversee, provide input, and help draft the documents and ordinance amendments. **(Donald Rust, Director of Community Development and Luis Topete, Associate Planner)**

Chris Connell spoke in regards to the composition of the Ad hoc sub-committee.

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

- 1. Direct staff to come back with a proposed work plan and budget for the completion of an Urban Forest Management Plan, amendments to the existing Tree Ordinance and other relevant City Municipal Code sections, and a new Vegetation Management Plan for the areas along the Feather River; and**
  
- 2. Appoint an Ad hoc sub-committee to oversee, provide input, and help draft the documents and ordinance amendments, consisting of:**
  - Two (2) Council Members;**
  - Two (2) Park Commissioners;**
  - Three (3) City of Oroville Residents;**
  - City Staff**

The motion was passed by the following vote:

Ayes: Council Members Berry, Hatley, Pittman, Simpson, Vice Mayor Wilcox,

Mayor Dahlmeier  
Noes: Council Members Del Rosario  
Abstain: None  
Absent: None

**20. 2015 MAYORS WATER SUMMIT – staff report**

The Council considered allowing the Mayor and two staff members to attend the 2015 Mayors Water Summit scheduled for October 15 -16, 2015, in Los Angeles. **(Donald Rust, Director of Community Development)**

Following discussion, this item failed due to a lack of a motion therefore; no action was taken on the following:

**Authorize staff to make arrangements for the Mayor and two staff members to attend the 2015 Mayors Water Summit scheduled for October 15 - 16, 2015, in Los Angeles.**

**21. REIMBURSEMENT OF EXPENDITURES PERTAINING TO U.S. CONFERENCE OF MAYORS - staff report**

The Council considered an additional reimbursement to the Mayor for additional expenses pertaining to the U.S. Conference of Mayors which was held in San Francisco in June, 2015. **(Donald Rust, Director of Community Development)**

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

**Approve a reimbursement, in the amount of \$1,644.48, to the Mayor for expenses pertaining to the U.S. Conference of Mayors.**

The motion failed by the following vote:

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

**22. ATTENDANCE TO 2015 ANNUAL CONFERENCES – staff report**

The Council considered members of the Executive Management staff to attend the 2015 annual conference for the League of California Cities, American Planning Association – California Chapter, California Public Employee Labor Relation Association and the City Clerk – New Law and Election Seminar. **(Donald Rust, Director of Community Development)**

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

**Authorize staff to attend the 2015 annual conferences, as indicated in the September 15, 2015 staff report.**

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

**23. PURCHASE AND SALE AGREEMENTS OF FORMER OROVILLE REDEVELOPMENT AGENCY PROPERTIES – staff report**

The Council considered Sale and Purchase Agreements for two (2) former Oroville Redevelopment Agency properties, 750 Montgomery Street and 1330 Downer Street, Oroville, pursuant to the Long Range Property Management Plan, approved by the State Department of Finance. **(Donald Rust, Director of Community Development and Rick Farley, RDA Coordinator)**

Mike and Sarah Britton spoke in opposition to the current sale of 750 Montgomery Street, Oroville.

Following further discussion, the Council directed staff to deny the current sale 750 Montgomery Street and 1330 Downer Street, Oroville, remedy environmental issues relating to said properties, and to return to Council with an update on both properties.

**24. MONTHLY FINANCIAL REPORT FOR JULY 2015 AND MONTHLY SUMMARY OF INVESTMENTS AND MONTHLY FINANCIAL REPORTS FOR AUGUST 2015 – reports attached**

The Council received a copy of the Monthly Financial Report for July 2015 and the Monthly Summary of Investments and Monthly Financial Reports for August 2015. **(Ruth Wright, Director of Finance)**

The Council acknowledged receipt of the August 2015 Monthly Summary of Investments and July and August 2015 Monthly Financial Reports.

**SUCCESSOR AGENCY**

**25. ADOPTION OF THE JANUARY THROUGH JUNE 2016 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 15-16B) – staff report**

The Successor Agency considered approving the Recognized Obligation Payment Schedule (ROPS 15-16B) for the January 1, 2016 through June 30, 2016 time period. **(Rick Farley, RDA Coordinator)**

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

**Adopt Resolution No. 15-13 – A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE ADOPTING THE JANUARY THROUGH JUNE, 2016 RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 15-16B) PURSUANT TO HEALTH AND SAFETY CODE SECTION 34177(M).**

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

### **MAYOR/ COUNCIL REPORTS**

Council Member Berry gave a report relating to the U.S. Environmental Protection Agency Conference, held in Chicago, IL.

### **CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Finance Department – activity report

Bill LaGrone, Director of Public Safety gave a verbal report relating to current public safety events and incidents.

Donald Rust, Director of Community Development, gave an update regarding the Oroville State Theatre Roof Repair Project.

### **CORRESPONDENCE** - None

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

Hellen Dennis made comments regarding the replanting of Sycamore trees in the City of Oroville to replace trees removed by Pacific Gas and Electric Company under the Community Pipeline Safety Initiative Program along Feather River Boulevard.

### **CLOSED SESSION**

The Council held a Closed Session on the following:

1. 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.
2. Pursuant to Government Code section 54956.9(a), the Council met with the Acting City Administrator, and the City Attorney relating to existing litigation: Diane MacMillan v. City of Oroville, et al., Butte County Superior Court, Case No. 163806.
3. Pursuant to Government Code section 54956.9(d), the Council met with the Acting City

Administrator and the City Attorney regarding potential litigation – Claims filed by Randolph P. Murphy.

4. 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 9:57 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, October 6, 2015, at 5:00 p.m.

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Donald Rust, Acting City Clerk

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Linda L. Dahlmeier, Mayor

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RUTH WRIGHT, FINANCE DIRECTOR**

**RE: CAPITAL PROJECTS / EQUIPMENT REPLACEMENT FUNDS  
TRANSFER REVERSAL**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider the reversal of a transfer from the General Fund to the Equipment Replacement and Capital Projects Funds, in the amount of \$437,415.

**DISCUSSION**

On November 14<sup>th</sup> 2014, the Council approved the 2014/2015 Budget. Included in that Budget was the intention to close the Equipment Replacement Funds and Capital Projects Funds and carry the balances in a General Fund Reserve account. Since that time, Council has given direction that this was not the intention of the Council.

On November 14, 2014, half of the funds designated for Equipment and Capital Projects were transferred to the General Fund. (See attachment for a detailed summary of the transfers and recommended action.)

**FISCAL IMPACT**

The sum of \$437,415 returned to the Equipment Replacement Fund and Capital Projects Funds from the General Fund, as shown in the attached worksheet.

**RECOMMENDATION**

Approve the transfer from the General Fund, in the amount of \$437,415, to replenish the Equipment Replacement and Capital Projects Funds.

**ATTACHMENT (S)**

Exhibit A - Worksheet of Transfers

**CC-2**

# EXHIBIT - A

## CITY OF OROVILLE EQUIPMENT REPLACEMENT AND CAPITAL PROJECTS FUNDS 2014-2015

	<u>EQUIP REPLMNT FUND 305</u>	<u>CAPITAL EQUIP SM PROJ FUND 306</u>	<u>CAPITAL PROJECTS FUND 307</u>	<u>BLDG FAC CAPITAL IMPROVMNTS FUND 320</u>	<u>TOTAL</u>
<b>Beginning Fund Balance July 1, 2014</b>	397,743	28,654	455,506	28,384	910,287
<b>Transfers</b>					
Transfers Out to General Fund Nov 14 2014	<u>(180,953)</u>	<u>(14,328)</u>	<u>(227,942)</u>	<u>(14,192)</u>	<u>(437,415)</u>
Transfer back as of June 30, 2015	<u>180,953</u>	<u>14,328</u>	<u>227,942</u>	<u>14,192</u>	<u>437,415</u>
Net effect of Transfers	-	-	-	-	-

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD L. RUST, DIRECTOR (530) 538-2433  
WADE G. ATTEBERRY, PARKS AND TREES SUPERVISOR  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: PUBLIC AUTHORITY AGGREGATE WATER BUDGET PROGRAM**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider enrollment in the Public Authority Aggregate Water Budget Program for the City of Oroville.

**DISCUSSION**

California Water Service Company (Cal Water) has rolled out a new program for Public Authority customers with two (2) or more meters. The City has 41 water meters with Cal Water. Cal Water has initiated this program which could potentially reduce penalties associated with water consumption overages per meter.

Due to the drought, the State has mandated water authorities to reduce water consumption. For the community of Oroville, within Cal Water's district, the reduction was set at 28%. Cal Water has set penalties at twice the unit rate of \$2.5944 for going over the allotted rate. The allotted rate was set by using a 28% reduction of monthly usage from 2013. Any overage of water usage results in the rate of \$2.5944 plus the penalty rate of \$6.184 per unit of water (748 gallons).

Cal Water has also set up Water Bank Balances for each meter. This is a bank of water units that can be saved by reducing consumption by more than 28%. The Aggregate Water Budget Program combines all meter monthly allotments and all Water Bank Balances under one reading. Therefore, if the City is over on one meter but under on another, the City would not be charged the penalty of \$6.184 per unit for exceeding the monthly allotment.

For example, if the Parks Department experienced vandalism to the irrigation system or simply over watered at Sank Park and was over the allotment for the month by 26 units but had 26 units in the Water Bank from savings at Hewitt Park, the two would offset each other and there would be no penalty of \$6.184 per unit.

## **FISCAL IMPACT**

Enrollment in the program may safeguard the City from paying the increased rate (\$2.5944 per unit) plus the penalty rate (\$6.184 per unit) for water usage exceeding the allotted rate.

## **RECOMMENDATIONS**

Direct staff to enroll the City of Oroville into the Public Water Budget Program with the California Water Service Company.

## **ATTACHMENTS**

Exhibit A - Public Authority Aggregate Water Budget Program Application



## California Water Service Application for Public Authority Aggregate Water Budget Program

In response to the unprecedented drought and new regulations adopted by the State Water Resources Control Board which mandate that water suppliers achieve significant reductions in water use by February 2016, California Water Service (Cal Water) has assigned each of its customers a monthly water budget.

Cal Water understands that some Public Authority customers have multiple meters and may wish to combine the water budgets in a manner that achieves an overall monthly reduction in water use equal to the reduction targets set by the Board.

In order to accommodate these requests from Public Authority customers with multiple service connections, Cal Water has established this alternative means of complying with assigned water budgets (Program). In order to participate in this program, customers must submit to Cal Water a report that contains the following information:

1. For each meter to be included in the Program, the corresponding Meter ID, which can be found on your monthly bill.
2. For each meter to be included in the Program, the corresponding Service Address, which can be found on your monthly bill.
3. Identify a primary and secondary contact person, including phone number, e-mail address and mailing address for each contact.
4. Identify a primary (master) meter that will be designated for assignment of incurred surcharges or bank amount.
5. The report should utilize the format shown on the accompanied attachment.

### 1 PROGRAM RESTRICTIONS

- This Program is available to all Public Authority customers with 2 or more meters.
- The customer must be a single entity (e.g. City, County and School District) and may have multiple accounts under multiple names.
- To be eligible for this Program, the meter must have been active as of 6/1/15.
- Customers may not add or remove meters for the duration of the Program (2/28/16).
- Customers may not include meters in different service areas. For example, a Public Authority with a location in Bakersfield and another in Chico may not combine meters from these areas.
- Customers shall be responsible for complying with their monthly water budgets as established under Cal Water's Schedule 14.1 until such time as Cal Water reviews, verifies, and accepts this application. Cal Water will make every effort to review and verify applications for this Program in a timely manner.
- After Cal Water has accepted an application from a customer and combines the aggregate water budgets for the meters listed in the supplied report, the customer is solely responsible for meeting the monthly water budget established by the Program. In accordance with Cal Water's Schedule 14.1, drought surcharges will be applied to the primary meter for any water use above the aggregate monthly budget in the following bill period.
- Cal Water is not responsible for errors or omissions of meters listed on the report.
- Aggregate water budgets will commence in the month that the application was received. Cal Water will not retroactively commence the start date or re-adjust surcharges for prior months.
- Cal Water will send a letter and tracking sheet monthly to the primary contact with information on applied surcharges or banking. Monthly water bills for all customer meters will continue to include the drought management table for informational purposes; however, the monthly letter and tracking for will indicate the correct aggregate budget and bank amount for the meters participating in the Program.
- Existing banked water amount will be included in the Program.

### 2 REPORT SUBMITTAL

Once complete, your report, **which must include this application**, may be submitted to your local district office. For questions about this application, please contact your local district office.



**California Water Service Application for Public Authority Aggregate Water Budget Program (continued)**

**3 DECLARATION** (please read carefully and sign below)

Customer name (hereinafter referred to as "the customer"): \_\_\_\_\_  
*(as it appears on your water bill)*

By signing this form below, you are attesting to the following:

- You are authorized to sign this form and submit this report to Cal Water as part of an alternative means of complying with the water budgets established by Cal Water on behalf of the customer.
- You certify that the information and data contained in this report are true and correct.
- You understand that the future monthly water budgets for each premises of the customer you represent will be based on the information provided in the report required by this application, and that exceeding those budgets will result in drought surcharges being applied to the customer's bill(s) in accordance with Cal Water's Schedule 14.1.
- You understand and agree to the Program restrictions specified herein.
- You understand that Cal Water is a regulated public utility and that this Program may be altered, suspended, terminated, or otherwise disallowed by the California Public Utilities Commission and/or the California State Water Resources Control Board at any time.

Primary Contact  
 First name: \_\_\_\_\_

Primary Contact  
 Last name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Secondary Contact  
 First name: \_\_\_\_\_

Secondary Contact  
 Last name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**This form must be included with the report you submit to Cal Water.**

**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: POTENTIAL FUNDING OPPORTUNITIES FROM STATE AGENCIES  
AND CORPORATE SPONSORS**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider staff to seeking funding opportunities from state agencies and corporate sponsors.

**DISCUSSION**

Staff is seeking direction and authorization from the City Council to approach several state agencies in pursuit of sponsorship and other funding opportunities that may be more effectively acquired through in-person engagements. Specifically, staff is seeking to contact and meet with the following groups:

- Office of the Governor – State of California (with Ad hoc group of elected officials)
- California Energy Commission (CEC)
- California Air Resources Board (CARB)
- Department of Toxic Substances Control (DTSC)
- California Environmental Protection Agency
- Other Potential Corporate Sponsors

**FISCAL IMPACT**

The purpose of this request is to seek sponsorship and other funding opportunities for implementation of multiple City activities that may currently lack a funding source, such as implementation of planning documents and clean-up/reuse of brownfield sites.

**RECOMMENDATIONS**

Authorize staff to make in-person contacts and seek sponsorship from relevant state agencies and other potential corporate sponsors.

CC-4

**ATTACHMENTS**

None

**CITY OROVILLE  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS  
DONALD RUST, ACTING CITY ADMINISTRATOR**

**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY**

**RE: PURCHASE OF SIX (6) GPH ANALOG BENDIX KING PROGRAMMABLE  
HANDHELD RADIOS WITH BATTERIES**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council will be advised of the purchase of six (6) GPH Analog Bendix King programmable radios by the Fire Department, utilizing Fire Impact fees, in the amount of \$5,652.07, for the purchase.

**DISCUSSION**

The Fire Department recently purchased six (6) GPH Analog Bendix King programmable radios and batteries. These radios are predominately used on out of county strike teams. The reason these types of radios are necessary is the ease of reprogramming to communicate at multiple and varying incidents. The current handheld radios deployed by the Oroville Fire Department are not as easily programmable and at times do not meet the needs of our Fire Fighters on large multiagency incidents.

These radios and batteries were purchased from Silverado Avionics Incorporated. The purchase was via piggyback purchasing from a quote received by the Mooretown Rancheria Fire Department. See attached quote.

The City of Oroville has been collecting Fire Suppression Impact Fees for several years. Following the purchase of the six (6) programmable radios, the current balance of this account is \$6,244. The purposes of these funds are to provide for additional equipment as needed. This is a need that cannot be fulfilled any other way. There is sufficient funding in this account to cover this necessary purchase.

**FISCAL IMPACT**

Reduction of Fire Suppression Impact Fee in the amount of \$5,652. This purchase did not impact the General Fund: 163-6050-7400.

**RECOMMENDATION**

For information purposes only.

CC-5

**ATTACHMENT**

Exhibit A - Silverado Avionics Incorporated Quote

# EXHIBIT - A

SILVERADO AVIONICS INC.  
COMMUNICATIONS SYSTEMS ENGINEERING  
2500 AIRPORT ROAD NAPA, CA 94558-6296 707 255-5588

## Q U O T A T I O N

NAME: OROVILLE CITY FIRE  
ATTN: c/o MOORETOWN RANCHERIA  
ADDR: 2055 LINCOLN STREET  
CITY: OROVILLE, CA 95966

DATE: 2015/06/08E

538-2481

PHONE: 530 538-2485

FAX #: 530 538-2409

*Rob Bulbow*

*clearing@orofed.org*

TERMS: NET\*      FOB: NAPA      DEL:

MODEL NO#	DESCRIPTION	QTY	PRICE	EXT PRICE
1: GPH-5102X	BK VHF, 500CH 5W HH W/ANTENNA	6	836.50	5019.00
2: CMD	COMMANDER VER W/SPEC CDF FEATURES	-	-----	
3:				
4: LAA 0139	BK CLAMSHELL "AA" BATT HLDR (ORG)	6	37.49	224.94
5:				
6:				
7:				

EQUIP SUBTOTAL      5243.94

FGT OUT & INSUR      14.80

LABOR      0.00

MISC      0.00

7.50\*%      SALES TAX \$      393.30

NOTE: CREDIT CARD PURCHASES ARE SUBJECT TO ADDITIONAL CHARGES.      QUOTATION TOTAL \$      5652.04

CALIF CERTIFIED SMALL BUSINESS #0011567.  
THIS QUOTE VALID THROUGH 10/31/2016  
CALIF SALES TAX PERMIT #SR JHF 27-623506

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS PROJECT.  
WE LOOK FORWARD TO SERVING YOUR COMMUNICATIONS NEEDS.

*Bob Samo*  
BOB SAMO

SILVERADO FAX NO. 707 255-0114

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: DONALD RUST, INTERIM CITY ADMINISTRATOR**

**RE: PROFESSIONAL SERVICES AGREEMENT WITH THE OROVILLE  
AREA CHAMBER OF COMMERCE**

**DATE: OCOTBER 6, 2015**

**SUMMARY**

The Council may consider a Professional Services Agreement with the Oroville Area Chamber of Commerce, in the amount of \$10,000, to provide assistance to the City for marketing and tourism related activities.

**DISCUSSION**

The Oroville Area Chamber of Commerce is an active member of the City of Oroville Tourism Committee providing the first point of contact for tourists and area residents seeking tourism, recreational and relocation information about Oroville. The Chamber provides periodic reports to the Council regarding the usage of the provided funds and the various activities that are benefited.

**FISCAL IMPACT**

Funds are available in the 2015/2016 adopted budget in Fund 100 – Community Promotions for \$10,000.

**RECOMMENDATIONS**

Adopt Resolution No. 8429 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE OROVILLE AREA CHAMBER OF COMMERCE, IN THE AMOUNT OF \$10,000, TO PROVIDE ASSISTANCE TO THE CITY FOR MARKETING AND TOURISM RELATED ACTIVITES - (Agreement No. 1412-14).

**ATTACHMENTS**

Resolution No. 8429  
Agreement No. 1412-14  
Letter from Sandy Linville, PhD, President & CEO, Oroville Area Chamber of Commerce

**OROVILLE CITY COUNCIL  
RESOLUTION NO. 8429**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH THE OROVILLE AREA CHAMBER OF COMMERCE, IN THE AMOUNT OF \$10,000, TO PROVIDE ASSISTANCE TO THE CITY FOR MARKETING AND TOURISM RELATED ACTIVITES**

**(Agreement No. 1412-14)**

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

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with the Oroville Area Chamber of Commerce to provide assistance to the City for marketing and tourism related activities. The Agreement 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 October 6, 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

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered on October 6, 2015, by and between the **City of Oroville** ("City") and the **Oroville Area Chamber of Commerce** ("Consultant").

### RECITALS

- A. Consultant is specially trained, experienced and competent to promote and market the Oroville community for the City of Oroville as required by this Agreement; and
- B. 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 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 services described on Exhibit A, which is attached hereto and incorporated herein by reference. Consultant shall promote and market the Oroville community for the City of Oroville in the manner specified in Exhibit A, subject to the direction of the City or its Administrator.
- 2. Time of Performance. The services of Consultant are to commence upon execution of this **Agreement and shall continue until June 30, 2016.**
- 3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. **In no event shall Consultant's compensation exceed the amount of \$10,000 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.

4. Method of Payment. Consultant shall submit quarterly billings to City describing the work performed during the preceding three months. Consultant's bills shall include a brief description of the services performed, the date the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the quarterly 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 this 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 three (3) 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 three (3) years, or for any longer period required by law, from the date of termination or completion of this 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 City Hall when its 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 the records and 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 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 C 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: **City Administrator  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965-4897**

If to Consultant: **Sandy Linville, President and CEO  
Oroville Area Chamber of Commerce  
1789 Montgomery Street  
Oroville, CA 95965**

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. Assignment 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 nor 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 attorneys' 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 in 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 there from.
30. Equal Opportunity Employment. Consultant represents that it is an equal

opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

**CITY OF OROVILLE**

**OROVILLE AREA CHAMBER OF  
COMMERCE**

By: \_\_\_\_\_  
Linda L. Dahlmeier, Mayor

By: \_\_\_\_\_  
Sandy Linville PhD, President &  
CEO

By: \_\_\_\_\_  
Scott E. Huber, City Attorney

By: \_\_\_\_\_  
Donald Rust, Acting City Clerk

Attachments: Exhibit A: Scope of Services  
Exhibit B: Schedule of Charges  
Exhibit C: Insurance Requirements

## **EXHIBIT A: SCOPE OF SERVICES**

### **Oroville Visitor's Center**

- Recognize the City of Oroville as sponsor on all contract-funded materials and events
- Hours open to the public Monday-Friday 10:00 AM - 2:00 PM providing an accessible area for brochure and information displays, the Chamber website [www.oroillechamber.net](http://www.oroillechamber.net) is available 24/7, provide an accessible kiosk area attached to the building with relevant tourism information
- Distribute free visitor and relocation packets
- Distribute all applicable tourism and relocation materials to visitors and groups, and conventions
- Create and deliver to the City for mailing all visitor and relocation packets
- Manage [www.oroillechamber.net](http://www.oroillechamber.net) as a visitor-oriented web site
- Provide a cross-link to the City's website [www.cityoforoville.org](http://www.cityoforoville.org) and other area tourism-recreation websites
- Distribute area maps
- Manage free online community calendar of events
- Promote and distribute materials regarding community events
- Serve as liaison with community events coordinator
- Partner with other agencies in promoting the area: including, but not limited to the Oroville Tourism Committee, Paradise, Gridley, Chico, Yuba-Sutter Chambers of Commerce, Sierra-Oro Farm Trail, City of Oroville, FRRPD, Butte College, CSU Chico, DWR, California State Parks, California Fish & Game, Upstate Community Enhancement Foundation, OEDCO, GOCO

## **EXHIBIT B: SCHEDULE OF CHARGES**

City will pay consultant in installments of \$2,500. Payment schedule will be as follows:

- September 30, 2015
- December 30, 2015
- March 30, 2016
- June 30, 2016

**EXHIBIT C:  
INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS FOR CONSULTANT**

Consultant shall procure and maintain for the duration of the Agreement 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 8 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

**Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

- |   |   |
|---|---|
| 1. General Liability:<br><br>(Including operations products and completed operations, as applicable.) | <b>\$1,000,000</b> 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:  | <b>\$1,000,000</b> per accident for bodily injury and property damage.  |
| 3. Employer's Liability:  | <b>\$1,000,000</b> per accident for bodily injury or disease.   |

**Deductible and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Oroville. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and

defense expenses.

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

1. The City, its officers, officials, employees and volunteers are to be covered as 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 City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Should any of the policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the City of Oroville, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.
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 City.

**Verification of Coverage**

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



Mayor Linda Dahlmeier and City Council  
City of Oroville  
1785 Montgomery Street  
Oroville, California

August 31, 2015

Dear Mayor Dahlmeier and City Council,

The Oroville Area Chamber of Commerce (Chamber) requests the renewal of the Agreement for Professional Services, 1214-13, between the City of Oroville (City) and the Chamber. The Chamber requests \$10,000. to serve as a Visitor Center for the Oroville area for the fiscal year July 2015 – June 2016.

Tourism revenues support government agencies, such as the City of Oroville, by increasing dollars spent on gasoline, groceries, lodging and retail items above and beyond what the local population spends on these items. The business community of Oroville also depends on a strong tourism market for economic health and growth.

The Oroville Area Chamber of Commerce continues to provide services to strengthen and increase tourism to the Oroville area. Chamber staff responds to over ten thousand inquiries each year and receives nearly 4.5 million website visits. Hours of staff time are spent in meetings, planning, coordinating and executing arrangements and creating, designing and producing informational items such as brochures, posters, and flyers.

The City-Chamber partnership facilitates many things in this community allowing greater flexibility for the city in matters of production. This long term partnership has enhanced, and will continue to strengthen Oroville.

Thank you for your time and for your support of strengthening Oroville's economy through the pursuit of tourism dollars.

Sincerely,

A handwritten signature in blue ink that reads "Sandy Linville, PhD".

Sandy Linville, PhD  
President and CEO  
Oroville Area Chamber of Commerce

Cc Don Rust, Interm City Administrator  
Jamie Hayes, Deputy City Clerk

## The Chamber and Tourism

**The Oroville Area Chamber of Commerce**, which serves as the Visitor and Tourism Center for Oroville, currently operates with a staff equivalent of one full time person and two half time staffers. The chamber staff dedicates approximately 200 hours a month on tourism related activities including visitor center coordination and management, inquiry outbound marketing, web site maintenance and updates and dissemination of visitor propaganda.

**The Office Manager**, who is first in line for answering phone calls and greeting visitors, spends approximately 60% of her time working on tourism related tasks. These tasks include inventory control (brochures, etc.) writing (announcements, website updates), research and answering inquiries via phone, email or in person.

**The Member Services Coordinator** spends about 25% of his time on tourism related activities which include meetings, media (articles, interviews) planning and execution of projects, and answering phone, email and walk-in queries.

**The President/CEO** dedicates approximately 35% of her time to tourism related activities, which include meetings, research, planning and executing projects, reviewing documents and answering phone, email and walk-in inquiries..

## Chamber Funding

The Chamber and the work it does for tourism is funded from a variety of sources.

<b>Membership Dues</b>	<b>66%</b>
<b>Chamber Events</b>	<b>2%</b>
<b>Chamber Programs</b>	<b>5%</b>
<b>DWR Admin</b>	<b>20%</b>
<b>City Tourism Contract</b>	<b>7%</b>
<b>Total</b>	<b>100%</b>

The Oroville business community supports 73% of the Chamber's work via membership, events and programs. Each source of income is an important factor in enabling the Chamber to effectively serve the community and encourage economic growth.

**Oroville Visitor Center**  
Funding request \$10,000.

**Revised Oroville Visitor Center**

**Scope of Service**

- **Visitor Center is open to the public 10:00am – 2:00pm**
- **Distribute applicable tourism materials to visitors and groups, i.e. tournament anglers, boat races, car shows, RV groups, family and class reunions.**
- **Create and deliver to city for mailing Visitor and Relocation packets:**  
*Approximately 100 packets per year to potential visitors and residents*
- **Distribute area maps**
- **Provide lobby display area dedicated to tourism**
- **Feature tourism on the chamber's website, orvillechamber.net**  
*4.445 million website visits in 2014.*
- **Cross link the City of Oroville and Chamber websites**  
*375,000. chamber site visits **per month** in 2014*
- **Recognize the City of Oroville on all contract-funded materials: positive recognition and association for the City.**
- **Promote community events: in the chamber's digital & print newsletters and social media accounts**
- **Manage community calendar of events** *There were 144,218 visits to the community calendar in 2014.*
- **Serve as liaison with community events coordinator**
- **Partner with other agencies in promoting the area: Paradise, Gridley, Chico, Yuba-Sutter Chambers of Commerce, Sierra-Oro Farm Trails, City of Oroville, FRRPD, Butte College, DWR, Upstate Community Enhancement Foundation, OEDCO.**
- **Maintain representation on SBF steering committee: The chamber sits on the SBF committee as a non-voting member**

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
GARY LAYMAN, CHIEF BUILDING OFFICIAL (530) 538-2428  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL  
ROOFTOP SOLAR ENERGY SYSTEMS (1<sup>st</sup> Reading)**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider adopting an ordinance adding a section to the City of Oroville Municipal Code, per Subsection (a) of Section 65850.5 of the California Government Code, regarding the implementation of consistent statewide standards to achieve the timely and cost-effective installation of small residential rooftop solar energy systems.

**BACKGROUND**

Section 65850.5(a) of the California Government Code provides that it is the policy of the state to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems. In furtherance of that objective, Section 65850.5(g)(1) of the California Government Code requires that, on or before September 30, 2015, every city, county, or city and county must adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

The City currently expedites the review of such applications by reviewing and issuing applications for photovoltaic solar energy system permits through its solar expedited permit priority process. Thus, the City currently expedites the review of such applications.

The City, however, needs to adopt the ordinance mandated by Section 65850.5(g)(1). The attached ordinance is intended to satisfy that requirement. The ordinance codifies the requirements of Section 65850.5(g)(1), such as accepting and approving applications through the City's web site, directing the City's Building Official to develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review, and authorizes the Building Official to administratively approve such applications.

## **FISCAL IMPACT**

The Building Division has already processing and receiving permit fees for this type of permit. The Division provides expedited reviews of applications for small residential rooftop solar energy systems.

## **RECOMMENDATIONS**

Waive the first reading and introduce by title only, Ordinance No. 1810 - AN ORDINANCE OF THE OROVILLE CITY COUNCIL ADOPTING THE PROPOSED AMENDMENTS TO THE OROVILLE MUNICIPAL CODE SECTION 21-1 RELATING TO THE EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS.

## **ATTACHMENTS**

- A – Ordinance No. 1810
- B – Newspaper Notice

# EXHIBIT - A

## ORDINANCE NO. 1810

### AN ORDINANCE OF THE OROVILLE CITY COUNCIL ADOPTING THE PROPOSED AMENDMENTS TO THE OROVILLE MUNICIPAL CODE SECTION 21-1 RELATING TO THE EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL ROOFTOP SOLAR ENERGY SYSTEMS

**WHEREAS**, Subsection (a) of Section 65850.5 of the California Government Code provides that it is the policy of the state to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems; and

**WHEREAS**, Subdivision (g)(1) of Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance, consistent with the goals and intent of subdivision (a) of Section 65850.5, that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OROVILLE DOES ORDAIN AS FOLLOWS:**

SECTION 1. Section 21-1 Added to the Oroville Municipal Code to read in full as follows:

Section 21.1 Small Residential Rooftop Solar Energy System Review Process.

A. The following words and phrases as used in this section are defined as follows:

“Electronic submittal” means the utilization of one or more of the following:

1. e-mail
2. the internet
3. facsimile

“Small residential rooftop solar energy system” means all of the following:

1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.

2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city and Section 65850.5 of the California Government Code , as such section or subdivision may be amended, renumbered, or re-designated from time to time.

3. A solar energy system that is installed on a single or duplex family dwelling.

4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

“Solar energy system” has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or re-designated from time to time.

B. Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

C. Section 65850.5 of the California Government Code provides that in developing an expedited permitting process, the city, county, or city and county shall adopt a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review. The building official is hereby authorized and directed to develop and adopt such checklist.

D. The checklist shall be published on the city’s internet web site. The applicant may submit the permit application and associated documentation to the city’s building division by personal, mailed, or electronic submittal together with any required permit processing and inspection fees. In the case of electronic submittal, the electronic signature of the applicant on all forms, applications and other documentation may be used in lieu of a wet signature.

E. Prior to submitting an application, the applicant shall:

1. verify to the applicant’s reasonable satisfaction through the use of standard engineering evaluation techniques that the support structure

for the small residential rooftop solar energy system is stable and adequate to transfer all wind, seismic, and dead and live loads associated with the installation and the maintenance thereof; and

2. at the applicant's cost, verify to the applicant's reasonable satisfaction using standard electrical inspection techniques that the existing electrical system including existing line, load, ground and bonding wiring as well as main panel and subpanel sizes are adequately sized, based on the existing electrical system's current use, to carry all new photovoltaic electrical loads,

F. For a small residential rooftop solar energy system eligible for expedited review, only one inspection shall be required, which shall be done in a timely manner and may include a consolidated inspection by the building official and fire chief. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized; however the subsequent inspection need not conform to the requirements of this subsection.

G. An application that satisfies the information requirements in the checklist, as determined by the building official, shall be deemed complete. Upon receipt of an incomplete application, the building official shall issue a written correction notice detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

H. Upon confirmation by the building official of the application and supporting documentation being complete and meeting the requirements of the checklist, the building official shall administratively approve the application and issue all required permits or authorizations. Such approval shall not include any necessary approval or permission by a local utility provider to connect the small residential rooftop energy

system to the provider's electricity grid. The applicant is responsible for obtaining such approval or permission from the local utility provider.

SECTION 2. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

SECTION 3. Effective Date. This ordinance shall take effect thirty (30) days after passage thereof.

SECTION 4. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on ----, 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

## EXHIBIT - B



# City of Oroville

*Donald Rust*  
DIRECTOR

## COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2430 FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

### NOTICE OF PUBLIC HEARING BEFORE THE CITY OF OROVILLE CITY COUNCIL

NOTICE IS HEREBY GIVEN that the Oroville City Council will hold a public hearing on the projects described below. Said hearing will be held at **6:00 p.m. on Tuesday, October 6, 2015** in the City Council Chambers, 1735 Montgomery Street, Oroville, CA. All interested persons are invited to attend or submit comments in writing.

1. **Streamlining Solar Permitting** – The Oroville City Council will conduct a public hearing to review and consider adopting an ordinance amending the City of Oroville Municipal Code regarding the implementation of consistent statewide standards to achieve the timely and cost-effective installation of solar energy systems per AB 2188.

Additional information regarding the projects described in this notice can be obtained from the Oroville Community Development Department at 1735 Montgomery Street, Oroville, CA. Anyone desiring to submit information, opinions or objections is requested to submit them in writing to the Community Development Department prior to the hearing. In accordance with Government Code Section 65009, if you challenge an action on these projects in court, you may be limited to raising only those issues you or someone else raised at the public meeting described in this notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public meetings.

Posted/Published: **Saturday, September 26, 2015**

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
GARY LAYMAN, CHIEF BUILDING OFFICIAL (530) 538-2428  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: AGREEMENT WITH RICK CARPENTER ROOFING**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider an Agreement with Rick Carpenter Roofing, in the amount of \$5,670, for the State Theater Roof Repairs Project (Project).

**BACKGROUND**

As part of an ongoing program to maintain the State Theater roof from water intrusion, staff has received an estimate from Rick Carpenter (through STAGE) and met with Mr. Carpenter at the Project site to obtain an estimate to repair the roof due to the continued leaking conditions.

Staff agrees with the roofer's interpretation on the repair recommendations for the existing type of materials on the roof. Staff is aware of the nature of service and costs that are associated with this type of repair and concurs with the proposal amount.

**FISCAL IMPACT**

Funds are available in the FY 2015/2016 General Fund budget:

001-7510-5005 (Parks & Trees Department)

**RECOMMENDATIONS**

Provide direction, as necessary.

**ATTACHMENTS**

Exhibit A – Letter from Rick Carpenter (provided by STAGE)

CC-8

# EXHIBIT - A



## Rick Carpenter Roofing

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5257 South Libby Road Paradise Ca, 95969

CSL# 822775 Phone (530)872-5704

To: The friends of the State Theater in Oroville Ca.

The following is a summary of needed repairs for the Theater roof. It was suggested by a competitor that strips of hot asphalt be applied to the problem areas. This method of applying 500 degree asphalt to an older roof membrane would cause severe damage to the existing roof. This process would create "cold" joints that would split the existing roofing after the first freeze, this would be create more problems than currently exist. Applying a torch applied stripping to the current problem areas also would not work. The heat applied strips would burn the existing roof coating and allow water to permeate under the coating and therefore under the applied repair strips. The only viable solution is to seal the areas of concern with a modified flashing compound. This product is neoprene based with allows the repair to remain flexible for multiple years as opposed to a standard plastic cement which hardens and shrinks (causing more problems). Also the standard plastic cement will degrade the existing torch applied patches to the solar system jack penetrations.

**Solutions:** Clean the roof with a blower and remove the debris. Seal all the penetrations with a modified flashing compound. In the areas where "splits" are evident, this requires a layer of modified flashing compound, a layer of fiberglass webbing, and an additional layer of flashing compound. Without the fiberglass and multiple layers of flashing compound the "split" would re-open within a year. The perimeter metals show the roofing to be pulled away and require sealing. There are curbs which require new wooden sleepers with a buffer pad applied under the new wood sleepers

**Cost:** Assumes NO prevailing wage as per Gary Layman

4 journeymen x 8 hrs. x 3 days = 96 hours x \$40.00 = \$3,840.00

Material 12 cans of modified flashing compound x \$62.00 = \$744.00

Fiberglass webbing, new wooden sleepers and buffer pads = \$86.00

Subtotal =\$4,670.00 P&O 20% = \$5,604.00

Rick Carpenter Roofing to carry worker compensation insurance

Rick Carpenter Roofing to carry general liability insurance

**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: LIONS CLUB FEE WAIVER AND FACILITY USE REQUEST**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider a request from the Oroville Ophir Lions Club for the use of a City facility at no cost for three monthly meetings and a fee waiver request for use of the Municipal Auditorium on December 4 – 6, 2015.

**DISCUSSION**

On September 14, 2015 the City received a letter from the Oroville Ophir Lions Club requesting the City provide a facility at no cost for the organization to meet three times a month (**Attachment A**). They would prefer a facility that has a kitchen so they can do fundraisers. The attached letter identifies the Boys Scouts building or Centennial Cultural Center (CCC) as potential facilities of interest.

Additionally, on September 14, 2015 the City received a fee waiver application for the rental of the Municipal Auditorium by the Lions Club for a District Cabinet Meeting with the following schedule:

**Non Prorated**

	<b>Date</b>	<b>Time</b>	<b>Hours</b>	<b>Cost to City</b>
<b>Setup:</b>	12/04/2015	5:00pm – 8:00pm	3	\$625
<b>Event:</b>	12/05/2015	7:00am – 9:00pm	14	\$835
	12/06/2015	7:00am – 12:00pm	5	\$625
<b>Cleanup:</b>	12/06/2015	12:00pm – 2:00pm	2	
<b>Total</b>				<b>\$2,085</b>

**Prorated**

	<b>Date</b>	<b>Time</b>	<b>Hours</b>	<b>Cost to City</b>
<b>Setup:</b>	12/04/2015	5:00pm – 8:00pm	3	\$234
<b>Event:</b>	12/05/2015	7:00am – 9:00pm	14	\$835
	12/06/2015	7:00am – 12:00pm	5	\$546
<b>Cleanup:</b>	12/06/2015	12:00pm – 2:00pm	2	
<b>Total</b>				<b>\$1,615</b>

CC-9

Rental fees for the Municipal Auditorium are \$625 for the first eight (8) hours and \$35.00 per hour for each hour over eight (8). Additionally, a \$500.00 refundable security deposit is required and not included in the above calculations. The prorated amount is calculated as \$78 per hour for the first eight (8) hours and \$35.00 per hour for each hour over eight (8).

Per the City's existing Facility and Park Fee Waiver Policy as found in Section 26-10.200 of the Oroville Municipal Code (OMC), requests for fee waivers or reductions must be received at least 90 days prior to the actual date of the event. If the request is received in less than 90 days from the event, the facility/park fee waiver or reduction for the event will not be considered and all fees will apply to the event. Thus, the fee waiver request was denied at staff level. Any appeal of the determination at staff level requires a City Council action.

Per the aforementioned policy, fee waivers do not relieve the applicant from payments and obligations for security/damage deposit and fee waivers apply only to the use of City facilities and parks. Additionally, the policy specifies that fees, up to 50%, may be waived for non-profit groups.

### **STAFF RECOMMENDATIONS**

- 1) Provide City staff with direction on the request to use a facility with a kitchen three times a month. Staff recommends the CCC building would be a preferred option with the use of the Municipal Auditorium kitchen facilities once the kitchen and HVAC work is completed.

*And*

- 2) Per the existing Facility and Park Fee Waiver Policy, staff recommends a 50% fee waiver of the prorated charges, in the amount of \$807.50, for use of the Municipal Auditorium on December 4<sup>th</sup> through December 6<sup>th</sup> and recommends the City continue to require the \$500 refundable security deposit.

### **FISCAL IMPACT**

Fiscal impact will depend on Council action, and will generally be based on facility use and whether fees are waived, reduced, or current applicable fees are charged.

### **RECOMMENDATIONS**

Provide direction to staff.

### **ATTACHMENTS**

- A – Letter from the Lions Club
- B – Fee Waiver Request
- C – Facility Use Application (Municipal Auditorium)

# EXHIBIT - A

RECEIVED

SEP 14 2015



9/15

Oroville Ophir Lions Club

PO Box 1454

Oroville, California 95965

Club President: Ray Penix

To whom it may concern,

The Oroville Ophir Lions Club is looking for a home of their own. We are a non-profit service organization which has 1.4 million members throughout the world. Each club does community service and give worldwide humanitarian aid to those in need locally and abroad. Lions Club International carries 1 million dollars in liability insurance on its clubs and its members.

We are asking the City to allow us to use one of their buildings at no cost to meet three times a month plus one that has kitchen facilities so we can do fundraisers. At the moment we are using the National Guard Armory however they are on a lock down because of a terrorism threat.

We understand the Boys Scouts building might be able to be shared and that the CCC next to the Auditorium might be available for usage. Some of the projects we do include scholarships for high school seniors, spot vision screening for local school children and Head Starts, Peace Poster contest, Speaker contest, we assist other non-profits with their projects (Salvation Army, Homeless Coalition, Oroville Rescue Mission), Backpacks for Kids project, Flag Day instructions to 5<sup>th</sup> and 6<sup>th</sup> graders, and many other community projects.

The Oroville Ophir Lions provide durable medical equipment to our local residents in need as well as to our neighbors in the south. We make two trips a year to Mexico to donate medical equipment to those in need. We work with two other Lions Clubs in Mazatlán.

We hope you will consider our request and we will be faithful to the upkeep and maintenance of the building we are awarded.

Yours in Lionism,

*Faye Mulholland*

Faye Mulholland (530) 353-0204

Membership Chairman

SEP 18 2015



DISCOVER GOLD . . . DISCOVER OROVILLE

CITY OF OROVILLE  
Parks and Trees Department

1735 MONTGOMERY STREET - OROVILLE, CALIFORNIA 95965  
Phone: 530-538-2415 Fax 530-538-2417

**FACILITY USE FEE WAIVER APPLICATION**  
APPLICATION MUST BE RECEIVED AT LEAST 90 DAYS PRIOR TO DATE OF THE EVENT

For Office Use Only

FY \_\_\_\_\_ APPL# \_\_\_\_\_ AMT\$ \_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_

Important: Please complete the entire form, including budget and narrative requirements. Incomplete forms will be returned. Your completed application with supplemental materials must be submitted to the address listed above a minimum of ninety (90) days prior to the event date.

Section A - Applicant Information

Oroville Ophir Lions Club  
Applicant Legal Organization Name DBA (including doing business as...Organization Name)

P.O. Box 1545 1901 Oro-Dam Blvd Oroville, Ca 95966  
Organization Local Address

P.O. Box 1545 Oroville, Ca 95965  
Organization Mailing Address City/State Zip Code

Ray J. Penix President  
Contact Person Title

534-7181 521-1251 534-0569  
Daytime Phone Evening Phone - Cell Fax

Email address \_\_\_\_\_

Type of Organization: \_\_\_\_\_ 501 (c) (Please specify type of 501 status): \_\_\_\_\_  
\_\_\_\_\_ Government Entity \_\_\_\_\_ Other (Explain) \_\_\_\_\_

Requesting Waiver For (name of event/program) District 4 CI Cabinet Meeting

Is this activity an annual event or a one time only event? Annual

City Facility Requested Municipal Auditorium

Total Facility Fee Charged \$ \_\_\_\_\_

Total Fee Waiver Requested \$ \_\_\_\_\_

Section B - Budget Information Applicant Name Oroville Opie Lions Club

The following information is required in order for the City to consider waiving the Facility Use Fee. Only direct event or program fee may be listed.

**EVENT OR PROGRAM EXPENSES**

**EVENT OR PROGRAM INCOME**

<p><b>A. Salaries / Fees</b></p> <p>1. Artists/Performers/Speakers/Contracted Staff \$ _____</p> <p>2. Administrative \$ _____</p> <p>3. Program Staff \$ _____</p> <p>4. Other (Specify) \$ _____</p> <p><b>A. Total Salaries / Fees</b> \$ _____</p> <p><b>B. Space Rental (non - City)</b> \$ _____</p> <p><b>C. Remaining Costs (Itemized)</b></p> <p>1. Equipment rental \$ _____</p> <p>2. Printing \$ _____</p> <p>3. Supplies \$ _____</p> <p>4. Food \$ <u>600.00</u></p> <p>5. Trophies \$ _____</p> <p>6. Travel \$ _____</p> <p>7. Insurance \$ _____</p> <p>8. Other (explain) \$ _____</p> <p><b>C. Total Remaining Costs</b> \$ _____</p> <p><b>D. City Facility Use Fees</b> \$ _____</p> <p>Attach additional pages as needed to illustrate details of expenses listed above.</p> <p><b>TOTAL Event/Program Operating Expenses (A+B+C+D)</b> \$ <u>600.00</u></p>	<p><b>A. Registration Income</b> \$ _____</p> <p>_____ participants x \$ _____ registration fee</p> <p><b>B. Donations or Sponsorships</b></p> <p>1. Corporate / Business \$ _____</p> <p>2. Foundations \$ _____</p> <p>3. Clubs / Organizations \$ _____</p> <p>4. Other (specify) \$ _____</p> <p><b>B. Total Donations/Sponsorship Total</b> \$ _____</p> <p><b>C. Other Income</b> <u>meals</u> \$ <u>600.00</u></p> <p>Explain Other Income Source: _____</p> <p><b>TOTAL Event/Program OPERATING INCOME (A+B+C)</b> \$ <u>600.00</u></p>
--	---

**SECTION C**

Authorized Signatures: The signature below is that of a person authorized to testify as to the accuracy of this application.

Signature [Signature] Title President Date 9-18-15

Reviewed by City Administrator/ his/her designee Date \_\_\_\_\_ Signature: \_\_\_\_\_

Fee Waiver approved \_\_\_\_\_

Fee Waiver Denied \_\_\_\_\_

**Program Narratives** (attach additional pages if necessary)

1. Explain the event/program:

Dist Cabinet Mtg - District Reports and Awards.  
12-5 Continental Breakfast, Lunch & Dinner.  
12-6 Breakfast (pass)

2. Is this the first year for this event/program or has it been offered previously? If it has been offered previously, please list number of years it has been offered.

These Mtg's have started in 1969 and are scattered through  
out 4th District.

3. What age groups are targeted? 21-40

4. What are the event/program dates? Dec 5<sup>th</sup> & 6<sup>th</sup>

5. Is there an admission/access charge? Yes \_\_\_ No X Is it open to the public? Yes \_\_\_ No X

6. What City Facility is needed for this event/program? Municipal Auditorium

7. Have you paid City Facility Use Fees for the event/program before? No

a. If yes, list amount paid \_\_\_\_\_

b. If no, who authorized previous fee waiver? \_\_\_\_\_

7. Describe the public value and benefit to the Oroville community: Leads from out of town  
Will stay in motels. Some Fri & Sat Night. Many of Leons  
wives will do shopping while meetings are in progress.

7. Explain why paying City Facility Use Fee causes a significant financial burden for this event/program.

This is a new Fund Raising Meeting.

EXHIBIT - C

COPY



RECEIVED

CITY OF OROVILLE  
PARKS AND TREES DEPARTMENT (530) 538-2415, FAX (530) 538-2468  
Email: info@cityoforoville.org

SEP 18 2015

APPLICATION FOR USE OF FACILITY

SECTION I - To be completed by requestor.

Oroville Municipal Auditorium:      
Organization/Group Oroville Ophir Lions Club Date 9-15-15  
Contact Name Ray J Penix  
Title President Address 8 Hanging Tree Ct  
City Oroville State Ca Zip 95966  
Telephone (ofc) 534-7181 Cell Phone 521-1521 Fax 534-0569  
Email Address: penix@junco.com

AREA TO BE USED:  Main Hall  Meeting Room  Kitchen  Grounds  Parking Lot

DAY/DATE REQUESTED:

Setup: Date 12/4/15 From 5 pm To 8 pm 3 hrs  
Event: Date 12/5/15 From 7 AM To 9 pm 14 hrs  
Date 12/6/15 From 7 AM To Noon 7 hrs  
Cleanup: Date 12/6/15 From Noon To 2 PM 7 hrs  
24 hrs Total

TYPE OF ACTIVITY:  Wedding  Reception  Dinner/Luncheon/Breakfast  
 Dance/Concert  Family Reunion  Anniversary  Bazaar/Market, etc.  
 Class Reunion  Meeting  Community Event  Non-profit Organization  
 Other (describe): \_\_\_\_\_

Anticipated Number Attending Event 125 TO 150

Is Event Open to the Public?  Yes  No  
Serving Food and/or Beverages?  Yes  No  
Charging Admission?  Yes  No  
Serving Alcoholic Beverages?  Yes  No  
Accepting Donations?  Yes  No  
Selling Alcoholic Beverages?  Yes  No  
Selling Goods to the Public?  Yes  No  
Using Candles for Decoration?  Yes  No

**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: REQUEST FROM OROVILLE UNION HIGH SCHOOL DISTRICT TO  
USE THE CITY COUNCIL CHAMBERS**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider a request from the Oroville Union High School District to utilize the City Council Chambers for their bi-monthly board meetings.

**DISCUSSION**

The City has received a request from the Oroville Union High School District to use the City's Council Chambers for their bi-monthly board meetings (**Attachment A**). They are currently meeting on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of the month. They begin setting up at 5:00 p.m., with meetings usually starting at 5:30 p.m., and ending by 8:00 p.m. Meetings may go beyond 8:00 p.m. depending on agenda items.

The District's tentative meeting schedule for 2016 is as follows (19 meetings total):

- January 20<sup>th</sup>
- February 3<sup>rd</sup> and 17<sup>th</sup>
- March 2<sup>nd</sup> and 16<sup>th</sup>
- April 20<sup>th</sup>
- May 4<sup>th</sup> and 18<sup>th</sup>
- June 15<sup>th</sup>
- July 20<sup>th</sup>
- August 3<sup>rd</sup> and 17<sup>th</sup>
- September 17<sup>th</sup> and 21<sup>st</sup>
- October 5<sup>th</sup> and 19<sup>th</sup>
- November 2<sup>nd</sup> and 16<sup>th</sup>
- December 7<sup>th</sup>

The District is asking the Council to consider their request and provide the cost that would be charged for use of the Council Chambers. The Chico Unified School District currently holds their board meetings in the Chico City Council Chambers. The City of Chico's fee schedule for use of the Chico Municipal Center is attached for reference (**Attachment B**).

Currently, there is a potential conflict as the Supplemental Benefits Committee meets on the 1<sup>st</sup> Wednesday of each quarter.

CC-10

## **FISCAL IMPACT**

Undetermined at this time. Fiscal impact will depend on Council action.

## **RECOMMENDATIONS**

Provide staff direction, as necessary.

## **ATTACHMENTS**

A – Letter from the Oroville Union High School District

B – City of Chico Fee Schedule



## EXHIBIT - A

City of Oroville  
AUG 17 2015  
Administration

August 12, 2015

Oroville City Council  
1735 Montgomery Street  
Oroville, CA 95965

Dear City Council Members:

We are investigating the possibility of moving our board meetings to a different location. The Chico Unified School District holds their board meetings in the Chico City Council Chambers. We would like to inquire whether our meetings could be held in the Oroville City Council Chambers.

We currently meet on the 1<sup>st</sup> and 3<sup>rd</sup> Wednesdays of the month. We begin setting up at 5:00 p.m. Our meetings usually start at 5:30 p.m. and end by 8:00 p.m., but sometimes last longer depending what is on the agenda.

Please consider our request and let us know the cost that would be involved for using your facility. Listed below is our potential meeting schedule for 2016:

January 20<sup>th</sup>  
February 3<sup>rd</sup> and 17<sup>th</sup>  
March 2<sup>nd</sup> and 16<sup>th</sup>  
April 20<sup>th</sup>  
May 4<sup>th</sup> and 18<sup>th</sup>  
June 15<sup>th</sup>  
July 20<sup>th</sup>  
August 3<sup>rd</sup> and 17<sup>th</sup>  
September 7<sup>th</sup> and 21<sup>st</sup>  
October 5<sup>th</sup> and 19<sup>th</sup>  
November 2<sup>nd</sup> and 16<sup>th</sup>  
December 7<sup>th</sup>

Thank you for your consideration. Please call me at 538-2300, extension 1107, or email me at [cwillenb@ouhsd.org](mailto:cwillenb@ouhsd.org) if you have any questions. I look forward to hearing from you.

Respectfully,

Dr. Corey Willenberg  
Superintendent

2211 Washington Ave.  
Oroville, CA 95966  
(530) 538-2300 Business  
(530) 538-2308 FAX - Dist. Office  
(530) 538-2357 FAX - Supt. Office

Superintendent  
(530) 538-2300, ext. 1107

Asst. Supt. of Business  
(530) 538-2300, ext. 1103

Director of Alternative Education  
(530) 538-5350

Educational Services  
(530) 538-2300, ext. 1104

Las Plumas High School  
2380 Las Plumas Avenue  
Oroville, CA 95966  
(530) 538-2310  
Fax: (530) 534-5974

Oroville High School  
1535 Bridge Street  
Oroville, CA 95966  
(530) 538-2320  
Fax: (530) 534-6203

Prospect High School/  
Community Day School  
2060 2nd Street  
Oroville, CA 95965  
(530) 538-2330  
Fax: (530) 538-2338

Oroville Adult Education  
Career & Technical Center  
2750 Mitchell Avenue  
Oroville, CA 95966  
(530) 538-5350  
Fax: (530) 538-5396

# EXHIBIT - B

## CITY OF CHICO

FEE SCHEDULE

TABLE OF CONTENTS

CITY COUNCIL ADOPTION DATE: 7/7/2015



### General Information:

The fee schedules included in this document are created in Microsoft Excel and can utilize the associated sort features in Excel. This schedule replaces narrative based fee schedules. For applicable supporting fee authority, please review the Chico Municipal Code (CMC). Links to the CMC may be found on the City's website.

### Included Tabs:

**Sortable** - contains a summary of City fees and can be sorted in many ways.

It includes several columns of data including fee rates and applicable effective dates. The Chico Municipal Code (CMC) is referenced in the column entitled "Authority."

**Utility Users Tax Refund** - 15.110 - reflects the criteria utilized for Utility Users Tax refunds.

**Development Users Fees** - 21.025 - reflects details of fees related to Development Users. This tab is referenced as "Exhibit 1" of the fee schedule.

**Building Residential Fees** - 21.025 - reflects Building Fees for Miscellaneous residential items. This tab is referenced as "Exhibit 2" of the fee schedule.

**Building Commercial Fees** - 21.025 - reflects building fees for miscellaneous commercial items. This tab is referenced as "Exhibit 3" of the fee schedule.

**Sewer Service Rates** - 50.050 - reflects sewer service rates. This tab is referenced as "Exhibit 4" of the fee schedule.

**Parking Violations** - 15.094 - reflects penalties for parking violations.

CITY OF CHICO - FEE SCHEDULE  
Detail Schedule (All)

Adopted 7/7/2015

EXHIBIT B

	A	B	E	F	G	H	I	N	P	S
1	Dept.	Fee Schedule #	Fee Schedule Title	Fee Item #	Fee Item Description	Authority	Last Changed Resolution	Fee FY 15-16	Notes	Effective Date
13	Public Works	10.040	Solid Waste Collection and Recycling Fees	V.A	Bag Collection Service	CMC Chap. 5.16.130	Res No. 97 04-05	\$ 2.55	Per Bag	Pre 6/30/2015
14	Public Works	10.040	Solid Waste Collection and Recycling Fees	V.B	Special Can Pickup (one-time)	CMC Chap. 5.16.130	Res No. 97 04-05	\$ 4.05	One time	Pre 6/30/2015
15	Public Works	10.040	Solid Waste Collection and Recycling Fees	V.C	Brush Bundles (2' x 4')	CMC Chap. 5.16.130	Res No. 97 04-05	\$ 4.05		Pre 6/30/2015
16	Public Works	10.040	Solid Waste Collection and Recycling Fees	V.D	Inaccessible Locations	CMC Chap. 5.16.130	Res No. 97 04-05	\$ -	25% surcharge on appropriate base rate	Pre 6/30/2015
17	Public Works	10.040	Solid Waste Collection and Recycling Fees	V.E	Pickup of Recyclables Only- Single Residential Units	CMC Chap. 5.16.130	Res No. 97 04-05	\$ 1.00	\$1 per month min., \$2.05 per month max.	Pre 6/30/2015
18	Public Works	10.040	Solid Waste Collection and Recycling Fees	V.E	Pickup of Recyclables Only- Two Family Residential Units	CMC Chap. 5.16.130	Res No. 97 04-05	\$ 2.05	\$1 per month min., \$2.05 per month max.	Pre 6/30/2015
19	Public Works	10.040	Solid Waste Collection and Recycling Fees	V.F	Pickup of Recyclables Only- Multi-Family Residential Units	CMC Chap. 5.16.130	Res No. 97 04-05	\$ 1.25	\$1.25 per unit per month max. (8% vacancy factor applies)	Pre 6/30/2015
20	CDD - Planning	11.010	City Processing Fees	I.B.1	Owner-occupied, Single-family residences on lots which cannot be further subdivided - Deposit	BP E.5	Res No. 71.07	\$ 5,346.00	Deposit	Pre 6/30/2015
21	CDD - Planning	11.010	City Processing Fees	I.B.2	Fully developed properties - Deposit	BP E.5	Res No. 71.07	\$ 6,007.00	Deposit	Pre 6/30/2015
22	CDD - Planning	11.010	City Processing Fees	I.B.3	Vacant properties or partially developed properties - Deposit	BP E.5	Res No. 71.07	\$ 6,007.00	Deposit	Pre 6/30/2015
23	CDD - Planning	11.015	Sewer Service/Storm Drainage and Annexation Agreement Fees	I.A	Owner-occupied, Single-family residences on lots which cannot be further subdivided	BP E.5	Res No. 117 97-98	\$ 120.00		Pre 6/30/2015
24	CDD - Planning	11.015	Sewer Service/Storm Drainage and Annexation Agreement Fees	I.B	Fully Developed Properties Required to Annex to Connect to Sanitary Sewer When Septic System Fails	BP E.5	Res No. 117 97-98	\$ 120.00		Pre 6/30/2015
25	CDD - Planning	11.015	Sewer Service/Storm Drainage and Annexation Agreement Fees	I.C	Undeveloped or Partially Developed Land Prezoned for Industrial Use	BP E.5	Res No. 117 97-98	\$ 600.00		Pre 6/30/2015
26	City Clerk	11.020	Appeals Fees	III.A	Permit Appeals	CMC Chap. 2.80.090, BP E.5	Res No. 115 97-98	\$ 144.00		Pre 6/30/2015
27	City Clerk	11.020	Appeals Fees	III.B	Subdivision Applicant Appeals	CMC Chap. 2.80.090, BP E.5	Res No. 115 97-98	\$ -	See Fee Schedule 21.010	Pre 6/30/2015
28	City Clerk	11.020	Appeals Fees	III.C	All Other Appeals	CMC Chap. 2.80.090, BP E.5	Res No. 115 97-98	\$ 180.00		Pre 6/30/2015
29	City Clerk	11.025	Chico Municipal Center Use Fees	I.A	Use of Chico Municipal Center - Fee	BP E.5	Res No. 66-08	\$ 29.00	Per Hour + 29.00 room prep. Fee	Pre 6/30/2015
30	City Clerk	11.025	Chico Municipal Center Use Fees	I.B	Use of Chico Municipal Center - Custodial Fees	BP E.5	Res No. 66-08	\$ -	A Full Time Equivalent Student-hour fees to be charged by separate invoice	Pre 6/30/2015
31	City Clerk	11.025	Chico Municipal Center Use Fees	I.B	Use of Chico Municipal Center - Custodial Call Out Fees to secure building	BP E.5	Res No. 41-15	\$ 40.00	New FY 15-16	07/07/2015
32	City Clerk	11.025	Chico Municipal Center Use Fees	I.C.1	Equipment Usage Fee-Sound systems, microphones, overhead projection screen	BP E.5	Res No. 66-08	\$ 28.00		Pre 6/30/2015
33	City Clerk	11.025	Chico Municipal Center Use Fees	I.C.2	Equipment Usage Fee- Computer Presentation Equipment	BP E.5	Res No. 66-08	\$ 28.00		Pre 6/30/2015
34	City Clerk	11.025	Chico Municipal Center Use Fees	III	Refund Processing Fee	BP E.5	Res No. 66-08	\$ 28.00		Pre 6/30/2015
35	City Clerk	11.030	Copy Fees	I	Chico Municipal Code (CMC) - Printed Version (w/o binder)		Res No. 57 79-80	\$ 175.00	Per Copy	Pre 6/30/2015
36	City Clerk	11.030	Copy Fees	II	Chico Municipal Code Supplements (as needed) Printed Version		Res No. 57 79-80	\$ 75.00	Per Year	Pre 6/30/2015

CMC - Chico Municipal Code  
BP - Budget Policy  
APP - Administrative Procedure and Policy Manual

**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: AGREEMENT WITH BUTTE COUNTY FOR PLACING COMMUNITY  
FACILITIES DISTRICT 2006-1 and 2006-2 SPECIAL TAXES ON  
PROPERTY TAX BILLS**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider an Agreement with Butte County for the placement of the annual Community Facilities District (CFD) special tax onto the property tax bills for those properties subject to the City's CFD 2006-1 and 2006-2 annual tax.

**BACKGROUND**

Annually, the City levies certain property owners as special tax under the authority of CFD 2006-1 and 2006-2. These taxes, which have been levied since passed by the Council in 2006, require an Agreement with Butte County for the services provided with the processing of these taxes on the property owner's annual property tax bill. The cost to the City for this service is \$0.30 per parcel, which is paid for from the CFD funds.

**FISCAL IMPACT**

This action has no impact on the General Fund. The cost to the City for this service is \$0.30 per parcel. There are 136 parcels included in each CFD. The total cost per CFD is \$40.80 per year, which is paid for as administrative costs by the CFD funds themselves.

**RECOMMENDATIONS**

1. Adopt Resolution No. 8430 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BUTTE COUNTY FOR THE PLACEMENT OF COMMUNITY FACILITIES DISTRICT 2006-1 TAXES ON THE PROPERTY TAX BILLS – (Agreement No. 3148); and
2. Adopt Resolution No. 8431 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BUTTE COUNTY FOR THE PLACEMENT OF

CG-11

**COMMUNITY FACILITIES DISTRICT 2006-2 TAXES ON THE PROPERTY TAX  
BILLS – (Agreement No. 3149).**

**ATTACHMENTS**

Resolution No. 8430 (CFD 2006-1)  
Agreement No. 3148 (CFD 2006-1)  
Resolution No. 8431 (CFD 2006-2)  
Agreement No. 3149 (CFD 2006-2)

**CITY OF OROVILLE  
RESOLUTION NO. 8430**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BUTTE COUNTY FOR THE PLACEMENT OF COMMUNITY FACILITIES DISTRICT (CFD) 2006-1 TAXES ON THE PROPERTY TAX BILLS**

**(Agreement No. 3148)**

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Butte County for the placement of CFD 2006-1 taxes on the property tax bills. A copy of the Agreement is attached to this Resolution.
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 October 6, 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

AGREEMENT

This AGREEMENT is made and entered into on this 6<sup>TH</sup> day of October, 2015, by and between the County of Butte, hereinafter referred to as COUNTY and the City of Oroville, hereinafter referred to as AGENCY.

WITNESSETH:

WHEREAS, AGENCY is a city or district located in the County and as such desires to be the recipient of certain services from COUNTY; and

WHEREAS, AGENCY and COUNTY wish to enter into an agreement whereby the services to be provided, the conditions under which the services are to be provided and the compensation, if any, to COUNTY for services provided shall be stipulated and binding upon the parties who do so agree; and

WHEREAS, services to AGENCY include the collection and distribution of items levied on the property tax roll.

WHEREAS, Section 29304 of the Government Code, provides that COUNTY can collect the cost of levying items for public agencies;

NOW, THEREFORE, the parties hereto agree as follows:

I. PROPERTY TAX RELATED SERVICES

A. Collections

COUNTY will collect for AGENCY all fixed charge benefit assessments based on benefit conferred to each parcel without regard to assessed valuation.

Said assessments shall be collected at the same time and in the same manner as COUNTY taxes are collected and all laws applicable to the levy and collection of COUNTY taxes shall be and are hereby made applicable to such assessments.

B. Fee for Collection Services

1. For collection of all fixed charge benefit assessments for AGENCY, COUNTY shall collect .30 cents per

assessment per parcel. This shall be in addition to the amount of AGENCY'S assessment.

2. In addition, for any extended services requested by AGENCY, COUNTY may charge a fee sufficient to recover actual costs.

COUNTY hereby certifies that the fees charged are for the purpose of recovering costs attributable to the service provided and that said fees do not exceed costs of providing said service.

C. Method of Collection

1. Fixed Charge Benefit Assessments

At the time the fixed charge benefit assessments are calculated, the entity performing the calculation shall add a collection fee of .30 cents for each parcel and include this in the total amount to be entered on the tax roll by the County Auditor.

The total amount due the COUNTY will be deducted in two equal installments from the December and April secured property tax collections.

2. Extended Services

COUNTY charges for extended services not included in the regular rates may be directly billed to AGENCY or deducted from taxes due AGENCY.

3. Correction Fee and Procedure

Any correction (addition of, change to, or removal of a property tax bill item) that is required after the property tax roll is extended (usually late-September) would create a new bill. A fee of \$10.00 per change will be incurred for each correction.

D. Transmission of Information

1. On or before August 10 of each year, AGENCY shall certify and deliver to the County Auditor an assessment roll showing the amount of the assessment against each parcel which shall be designated by assessment number, (i.e., parcel number appearing on the County Secured

Assessment Roll) to be collected by COUNTY for AGENCY.

2. It shall be the obligation of AGENCY, prior to the time of delivery to COUNTY of the fixed charge benefit assessment roll, to verify that the parcel numbers on the assessment roll for fixed charge benefit assessments certified by AGENCY correspond with the assessment (i.e., parcel) numbers shown on the County Secured Assessment Roll. AGENCY shall, as between itself and COUNTY, be responsible for and indemnify and hold COUNTY harmless against and from any and all claims by third parties which are related in any way to the services provided by the COUNTY for the AGENCY'S benefit pursuant to this Agreement. Any changes in special assessment data previously certified to the County Auditor by AGENCY shall be certified by AGENCY to the County Auditor no later than September 10th.
3. Requests for the levy of fixed charge special assessments shall be accompanied by a resolution of AGENCY stating the following:
  - (1) That AGENCY has complied with all laws pertaining to the levy of the particular assessment.
  - (2) That the charge being levied is in accordance with benefit conferred to each parcel without regard to assessed valuation; and
  - (3) The purpose of the fixed charge benefit assessment.
4. Requests for the levy of fixed charge special assessments shall be accompanied by a summary statement of the total number of assessments and the total charges.

## II. MODIFICATION OF COLLECTION FEES AND CHARGES

COUNTY reserves the right to increase or decrease any charges herein provided in proportion to any changes in costs incurred by COUNTY in providing the services described herein, provided that written notice of any increase or decrease in charges shall be given by COUNTY to AGENCY on or before June 1 of any year during the term of this Agreement.

III. NO CHANGE IN LIABILITY

It is the purpose and intent of the parties not to change their existing legal responsibilities and relationships by virtue of this Agreement. The purpose of this Agreement is to establish the fees herein set forth together with description and scheduling of the tasks to be accomplished by each party which are in accordance with existing provisions of law.

IV. TERM OF AGREEMENT

All existing agreements between COUNTY and AGENCY pertaining to collection of special assessments by COUNTY for AGENCY shall be terminated upon the execution of this Agreement. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving written notice to the other party of cancellation on or before July 1 of any year during the term of this Agreement.

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

COUNTY OF BUTTE

By  
Auditor-Controller

APPROVED AS TO FORM,  
BUTTE COUNTY COUNSEL

City of Oroville Community Facilities District No. 2006-1  
Westside Public Safety Facilities

\_\_\_\_\_ CITY/DISTRICT: City of Oroville

By: Linda L. Dahlmeier, Mayor

**CITY OF OROVILLE  
RESOLUTION NO. 8431**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BUTTE COUNTY FOR THE PLACEMENT OF COMMUNITY FACILITIES DISTRICT (CFD) 2006-2 TAXES ON THE PROPERTY TAX BILLS**

**(Agreement No. 3149)**

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Butte County for the placement of CFD 2006-2 taxes on the property tax bills. A copy of the Agreement is attached to this Resolution.
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 October 6, 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

**AGREEMENT**

This AGREEMENT is made and entered into on this 6th day of October, 2015, by and between the County of Butte, hereinafter referred to as COUNTY and the City of Oroville, hereinafter referred to as AGENCY.

**WITNESSETH:**

WHEREAS, AGENCY is a city or district located in the County and as such desires to be the recipient of certain services from COUNTY; and

WHEREAS, AGENCY and COUNTY wish to enter into an agreement whereby the services to be provided, the conditions under which the services are to be provided and the compensation, if any, to COUNTY for services provided shall be stipulated and binding upon the parties who do so agree; and

WHEREAS, services to AGENCY include the collection and distribution of items levied on the property tax roll.

WHEREAS, Section 29304 of the Government Code, provides that COUNTY can collect the cost of levying items for public agencies;

NOW, THEREFORE, the parties hereto agree as follows:

I. PROPERTY TAX RELATED SERVICES

A. Collections

COUNTY will collect for AGENCY all fixed charge benefit assessments based on benefit conferred to each parcel without regard to assessed valuation.

Said assessments shall be collected at the same time and in the same manner as COUNTY taxes are collected and all laws applicable to the levy and collection of COUNTY taxes shall be and are hereby made applicable to such assessments.

B. Fee for Collection Services

1. For collection of all fixed charge benefit assessments

for AGENCY, COUNTY shall collect .30 cents per assessment per parcel. This shall be in addition to the amount of AGENCY'S assessment.

2. In addition, for any extended services requested by AGENCY, COUNTY may charge a fee sufficient to recover actual costs.

COUNTY hereby certifies that the fees charged are for the purpose of recovering costs attributable to the service provided and that said fees do not exceed costs of providing said service.

C. Method of Collection

1. Fixed Charge Benefit Assessments

At the time the fixed charge benefit assessments are calculated, the entity performing the calculation shall add a collection fee of .30 cents for each parcel and include this in the total amount to be entered on the tax roll by the County Auditor.

The total amount due the COUNTY will be deducted in two equal installments from the December and April secured property tax collections.

2. Extended Services

COUNTY charges for extended services not included in the regular rates may be directly billed to AGENCY or deducted from taxes due AGENCY.

3. Correction Fee and Procedure

Any correction (addition of, change to, or removal of a property tax bill item) that is required after the property tax roll is extended (usually late-September) would create a new bill. A fee of \$10.00 per change will be incurred for each correction.

D. Transmission of Information

1. On or before August 10 of each year, AGENCY shall certify and deliver to the County Auditor an assessment roll showing the amount of the assessment against each parcel which shall be designated by assessment number,

(i.e., parcel number appearing on the County Secured Assessment Roll) to be collected by COUNTY for AGENCY.

2. It shall be the obligation of AGENCY, prior to the time of delivery to COUNTY of the fixed charge benefit assessment roll, to verify that the parcel numbers on the assessment roll for fixed charge benefit assessments certified by AGENCY correspond with the assessment (i.e., parcel) numbers shown on the County Secured Assessment Roll. AGENCY shall, as between itself and COUNTY, be responsible for and indemnify and hold COUNTY harmless against and from any and all claims by third parties which are related in any way to the services provided by the COUNTY for the AGENCY'S benefit pursuant to this Agreement. Any changes in special assessment data previously certified to the County Auditor by AGENCY shall be certified by AGENCY to the County Auditor no later than September 10th.
3. Requests for the levy of fixed charge special assessments shall be accompanied by a resolution of AGENCY stating the following:
  - (1) That AGENCY has complied with all laws pertaining to the levy of the particular assessment.
  - (2) That the charge being levied is in accordance with benefit conferred to each parcel without regard to assessed valuation; and
  - (3) The purpose of the fixed charge benefit assessment.
4. Requests for the levy of fixed charge special assessments shall be accompanied by a summary statement of the total number of assessments and the total charges.

## II. MODIFICATION OF COLLECTION FEES AND CHARGES

COUNTY reserves the right to increase or decrease any charges herein provided in proportion to any changes in costs incurred by COUNTY in providing the services described herein, provided that written notice of any increase or decrease in charges shall be given by COUNTY to AGENCY on or before June 1 of any year during the term of this Agreement.

III. NO CHANGE IN LIABILITY

It is the purpose and intent of the parties not to change their existing legal responsibilities and relationships by virtue of this Agreement. The purpose of this Agreement is to establish the fees herein set forth together with description and scheduling of the tasks to be accomplished by each party which are in accordance with existing provisions of law.

IV. TERM OF AGREEMENT

All existing agreements between COUNTY and AGENCY pertaining to collection of special assessments by COUNTY for AGENCY shall be terminated upon the execution of this Agreement. This Agreement shall continue from year to year and shall be subject to cancellation by either party by giving written notice to the other party of cancellation on or before July 1 of any year during the term of this Agreement.

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

COUNTY OF BUTTE

By  
Auditor-Controller

APPROVED AS TO FORM,  
BUTTE COUNTY COUNSEL

City of Oroville Community Facilities District No. 2006-2  
Public Safety Services

\_\_\_\_\_ CITY/DISTRICT: City of Oroville  
By: Linda L. Dahlmeier, Mayor

**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: BUTTE COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider a Resolution granting consent to the County of Butte to form the Butte County Tourism Business Improvement District and to include the jurisdiction of the City of Oroville within the District.

**BACKGROUND**

In October 2013, a Regional Tourism Strategy and Implementation Plan (Strategy) was completed for Butte County. The planning effort included tourism stakeholders from each local jurisdiction. One initiative in the Strategy calls for establishing a reliable funding source for regional tourism, which led to the exploration of a Butte County Tourism Business Improvement District (BCTBID).

Lodging businesses throughout the County expressed interest in forming a BCTBID in order to promote tourism to Butte County. With the support of the local jurisdictions, local lodging businesses formed a Steering Committee to create the Management District Plan detailing the BCTBID and meeting with lodging businesses to discuss the goals of the BCTBID.

On July 21, 2015, the Oroville City Council received a presentation about the BCTBID. On August 25, 2015, a public meeting to hear testimony on establishing the BCTBID and levying assessments was held by the County at the Butte County Board of Supervisors.

**DISCUSSION**

Short-term lodging businesses in Butte County, paying 58% of the assessment for the proposed BCTBID, submitted petitions requesting the Butte County Board of Supervisors initiate proceedings to form the BCTBID in accordance with the Property and Business Improvement District Law of 1994. On August 11, 2015, the Butte County Board of Supervisors adopted a Resolution of Intention to form the BCTBID, Resolution

No. 15-107, which includes a request for the Oroville City Council to consider a resolution granting consent to the County of Butte to form the BCTBID.

The purpose of the BCTBID is to promote tourism to Butte County and increase overnight stays at lodging businesses within Butte County. In order to fund tourism promotion services, district members (lodging businesses) will levy an assessment of 2% on gross, short-term rentals. The funds are committed to the BCTBID Owners' Association, which will be comprised of all district members and governed by a Board of Directors chosen by the District membership. The Management District Plan for the BCTBID outlines the details for the District including boundaries, budget, services, governance, and membership. Forming the BCTBID establishes a committed, consistent source of funding to promote tourism to Butte County.

### **FISCAL IMPACT**

There is no anticipated impact to the General Fund. Several hours of staff time will be required each month to collect the assessment and remit the funds to the Owners' Association. The City can recover costs associated with collecting the assessment up to 2% of the total funds collected.

### **RECOMMENDATIONS**

Adopt Resolution No. 8432 – A RESOLUTION OF THE OROVILLE CITY COUNCIL GRANTING CONSENT TO THE COUNTY OF BUTTE TO FORM THE BUTTE COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT.

### **ATTACHMENTS**

- A – Resolution No. 8432
- B – Board of Supervisors Resolution of Intention – Resolution No. 15-107
- C – BCTBID Management District Plan

# EXHIBIT - A

## CITY OF OROVILLE RESOLUTION NO. 8432

### A RESOLUTION OF THE COUNCIL OF THE CITY OF OROVILLE, STATE OF CALIFORNIA, GRANTING CONSENT TO THE COUNTY OF BUTTE TO FORM THE BUTTE COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT

**WHEREAS**, the County of Butte is beginning the process to form the Butte County Tourism Business Improvement District (BCTBID) pursuant to the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., to promote tourism and the lodging businesses in Butte County; and

**WHEREAS**, the Board of Supervisors of the County of Butte has requested consent to form the BCTBID in the City of Oroville with adoption of Butte Board of Supervisors Resolution No. 15-107, dated August 11, 2015;

**NOW THEREFORE, BE IT RESOLVED**, by the City Council of the City of Oroville, that:

Section 1: The above recitals are true and correct.

Section 2: The County of Butte is hereby granted consent to include the City of Oroville in the BCTBID for the formation of the BCTBID and future renewals.

Section 3: The City Clerk is hereby directed to transmit a certified copy of this Resolution to the Clerk of the County of Butte Board of Supervisors.

Section 4: This Resolution is effective upon its adoption.

\*\*\*\*\*

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Oroville, State of California, held on this 6<sup>th</sup> day of October, 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

## EXHIBIT - B



### BOARD OF SUPERVISORS COUNTY OF BUTTE, STATE OF CALIFORNIA

Resolution No. 15-107

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE  
DECLARING ITS INTENTION TO ESTABLISH THE BUTTE COUNTY TOURISM  
BUSINESS IMPROVEMENT DISTRICT AND FIXING THE TIME AND PLACE OF A  
PUBLIC MEETING AND A PUBLIC HEARING THEREON AND GIVING NOTICE  
THEREOF**

**WHEREAS**, the Property and Business Improvement Law of 1994, Streets and Highways Code § 36600 et seq., authorizes the County to establish business improvement districts for the purpose of promoting tourism; and

**WHEREAS**, lodging business owners and representatives from the County of Butte have met to consider the formation of the Butte County Tourism Business Improvement District (BCTBID); and

**WHEREAS**, lodging business owners have created a Management District Plan (Plan) which sets forth the proposed boundary of the BCTBID, a service plan and budget, and a proposed means of governance; and

**WHEREAS**, the proposed district includes lodging businesses within the boundaries of Butte County including the cities of Chico, Oroville, Biggs, Gridley, the Town of Paradise, and all unincorporated communities and areas; and

**WHEREAS**, consent to include lodging businesses in their respective jurisdictions will be requested from the cities of Chico, Oroville, Biggs, Gridley, and the Town of Paradise; and

**WHEREAS**, lodging business that will pay more than 50% of the assessment under the BCTBID have petitioned the Board of Supervisors to establish the BCTBID.

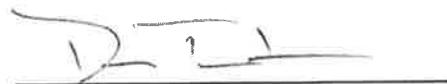
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS THAT:**

1. The recitals set forth herein are true and correct.
2. The Board of Supervisors finds that lodging businesses that will pay more than 50% of the assessment proposed in the Plan have signed and submitted petitions in support of the formation of the BCTBID. The Board of Supervisors accepts the petitions and adopts this Resolution of Intention to establish the BCTBID and to levy an assessment on certain lodging businesses within the BCTBID boundaries in accordance with the Property and Business Improvement District Law of 1994.
3. The Board of Supervisors finds that the Plan satisfies all requirements of Streets and Highways Code § 36622.
4. The Board of Supervisors declares its intention to establish the BCTBID and to levy and collect assessments on lodging businesses within the BCTBID boundaries pursuant to the Property and Business Improvement District Law of 1994.

5. The BCTBID shall include all lodging businesses located within the boundaries of Butte County including the cities of Chico, Oroville, Biggs, Gridley, the Town of Paradise, and all unincorporated communities and areas, as shown in the map attached as Exhibit A.
6. The name of the district shall be Butte County Tourism Business Improvement District (BCTBID).
7. The annual assessment rate is 2% of gross short-term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Assessments pursuant to the BCTBID shall not include room rental revenue resulting from stays pursuant to contracts executed prior to October 1, 2015.
8. The assessments levied for the BCTBID shall be applied toward sales promotion and marketing programs to market assessed lodging businesses in Butte County as tourist, meeting, and event destinations, as described in the Plan. Funds remaining at the end of any year may be used in subsequent years in which BCTBID assessments are levied as long as they are used consistent with the requirements of this resolution and the Plan.
9. The proposed BCTBID will have a five (5) year term, beginning October 1, 2015 through September 30, 2020, unless renewed pursuant to Streets and Highways Code § 36660.
10. Bonds shall not be issued.
11. The time and place for the public meeting to hear testimony on establishing the BCTBID and levying assessments is set for August 25, 2015, at 9:30 AM, or as soon thereafter as the matter may be heard, at the Board Chambers located at 25 County Center Drive, Suite 205, Oroville, CA 95965.
12. The time and place for the public hearing to establish the BCTBID and the levy of assessments is set for September 29, 2015, at 9:30 AM, or as soon thereafter as the matter may be heard, at the Board Chambers located at 25 County Center Drive, Suite 205, Oroville, CA 95965. The Clerk of the Board is directed to provide written notice to the lodging businesses subject to assessment of the date and time of the meeting and hearing, and to provide that notice as required by Streets and Highways Code § 36623, no later than August 12, 2015.
13. At the public meeting and hearing the testimony of all interested persons for or against the establishment of the BCTBID may be received. If at the conclusion of the public hearing, there are on record written protests by the owners of the lodging businesses within the proposed BCTBID that will pay more than 50% of the estimated total assessment of the entire BCTBID, no further proceedings to establish the BCTBID shall occur for a period of one year.
14. The complete Plan is on file with the Clerk of the Board and may be reviewed upon request.
15. This resolution shall take effect immediately upon its adoption by the Board of Supervisors.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Butte on this 11<sup>th</sup> day of August 2015 by the following vote:

AYES: Supervisors Connelly, Wahl, Kirk, Lambert and Chair Teeter  
NOES: None  
ABSENT: None  
NOT VOTING: None



DOUG TEETER, Chair  
Board of Supervisors

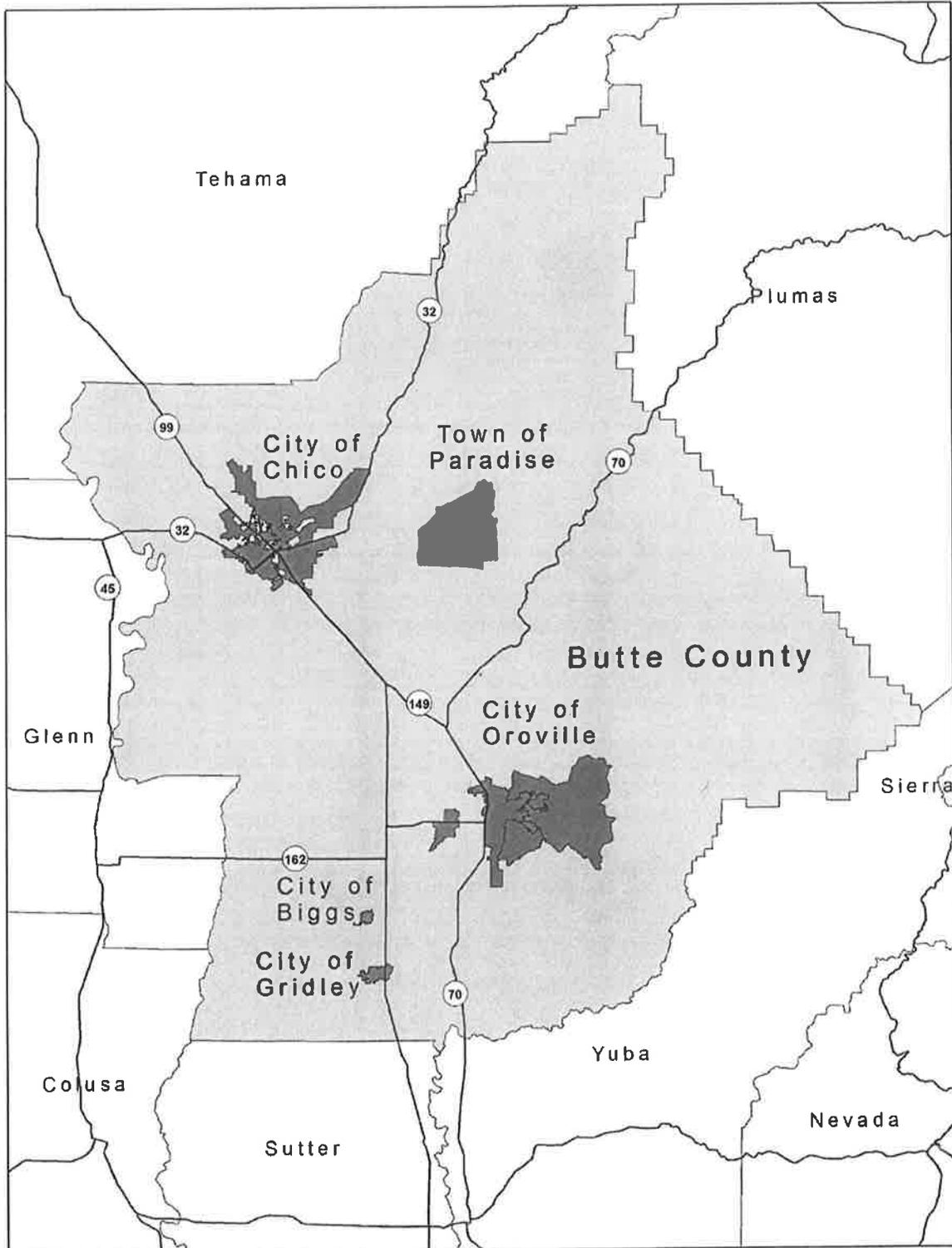
**ATTEST:**

Paul Hahn, Chief Administrative Officer  
And Clerk of the Board of Supervisors

By: \_\_\_\_\_

Deputy

EXHIBIT A  
District Boundaries





BUTTE COUNTY TOURISM BUSINESS  
IMPROVEMENT DISTRICT  
MANAGEMENT DISTRICT PLAN

*Prepared pursuant to the Property and Business Improvement District Law of  
1994, Streets and Highways Code section 36600 et seq.*

June 23, 2015

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Prepared by  
Civitas



(800)999-7781  
[www.civitasadvisors.com](http://www.civitasadvisors.com)

## I. OVERVIEW

The Butte County Tourism Business Improvement District (BCTBID) is an assessment district proposed to provide specific benefits to payors, by funding marketing and sales promotion efforts for assessed businesses. This approach has been used successfully in other destination areas throughout the country to provide the benefit of additional room night sales directly to payors.

*Location:* The proposed BCTBID includes all lodging businesses located within the boundaries of Butte County including the cities of Chico, Oroville, Biggs, and Gridley, the Town of Paradise, and all unincorporated communities and areas, as shown on the map in section IV.

*Services:* The BCTBID is designed to provide specific benefits directly to payors by increasing room night sales. Marketing and sales promotions will increase overnight tourism and market payors as tourist, meeting and event destinations, thereby increasing room night sales.

*Budget:* The total BCTBID annual budget for the initial year of its five (5) year operation is anticipated to be approximately \$554,000. This budget is expected to fluctuate as room sales do, but is not expected to significantly change over the BCTBID's term.

*Cost:* The annual assessment rate is two percent (2%) of gross short-term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Assessments pursuant to the BCTBID shall not include room rental revenue resulting from stays pursuant to contracts executed prior to October 1, 2015.

*Collection:* The County, cities, and Town will be responsible for collecting the assessment on a monthly or quarterly basis consistent with each jurisdiction's current collection frequency (including any delinquencies, penalties and interest) from each lodging business located in their respective boundaries. The County, cities, and Town shall take all reasonable efforts to collect the assessments from each lodging business.

*Duration:* The proposed BCTBID will have a five (5) year term, beginning October 1, 2015 through September 30, 2020. Once per year beginning on the anniversary of district formation there is a 30-day period in which owners paying more than fifty percent (50%) of the assessment may protest and initiate a Board of Supervisors hearing on district termination.

*Management:* Explore Butte County will serve as the BCTBID's Owners' Association. The Owners' Association is charged with managing funds and implementing programs in accordance with this Plan, and must provide annual reports to the Board of Supervisors.

## II. IMPETUS

There are several reasons why now is the right time to form a TBID in Butte County; the most compelling reasons are as follows:

### **1. *The Need to Increase Occupancy***

The formation of the BCTBID is a proactive effort to provide supplemental funding beyond that provided by the local jurisdictions. The funding will ensure adequate financing exists for the investment required to increase occupancy in the lodging industry and be competitive in the conference segment of the tourism market. The investment will cover an expanded marketing and promotional budget needed to reach this market segment.

### **2. *An Opportunity for Increasing Local Tax Revenues***

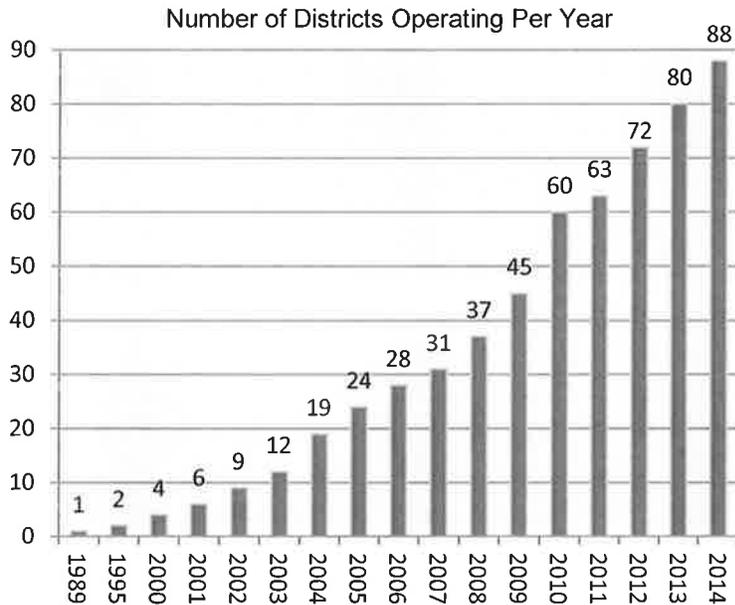
As occupancy rates increase, so too will the Transient Occupancy Tax (TOT) revenue for the local jurisdictions. Stable public and private funding for tourism marketing efforts, designed to finance new marketing and sales promotion programs should significantly increase annual occupancy rates. Greater occupancy will also produce an increase in sales tax revenues from tourist spending. This represents a substantial return to the local jurisdictions. The formation of the BCTBID in partnership with the Butte County Administration creates a stable funding source tied directly to tourism promotion.

### **3. *Stable Funding for Tourism Promotion***

The BCTBID will provide a stable source of funding for consistent tourism promotion efforts. The BCTBID will provide funding for tourism promotion free of the political and economic circumstances that can reduce or eliminate government funding for tourism promotion.

### III. BACKGROUND

TBIDs are an evolution of the traditional Business Improvement District. The first TBID was formed in West Hollywood, California in 1989. Since then, over eighty California destinations have followed suit. In recent years, other states have begun adopting the California model – Washington, Montana, and Texas have adopted TBID laws. Several other states are in the process of adopting their own legislation. And, some cities, like Portland, Oregon, have utilized their charter powers to create TBIDs without a state law.



California's TBIDs collectively raise over \$150 million for local destination marketing. With competitors raising their budgets, and increasing rivalry for visitor dollars, it is important that Butte County lodging businesses invest in stable, lodging-specific marketing programs.

TBIDs utilize the efficiencies of private sector operation in the market-based promotion of tourism districts. TBIDs allow lodging business owners to organize their efforts to increase room night sales. Lodging business owners within the TBID pay an assessment and those funds

are used to provide services that increase room night sales.

In California, TBIDs are formed pursuant to the Property and Business Improvement District Law of 1994. This law allows for the creation of a benefit assessment district to raise funds within a specific geographic area. *The key difference between TBIDs and other benefit assessment districts is that funds raised are returned to the private non-profit corporation governing the district.*

There are many benefits to TBID:

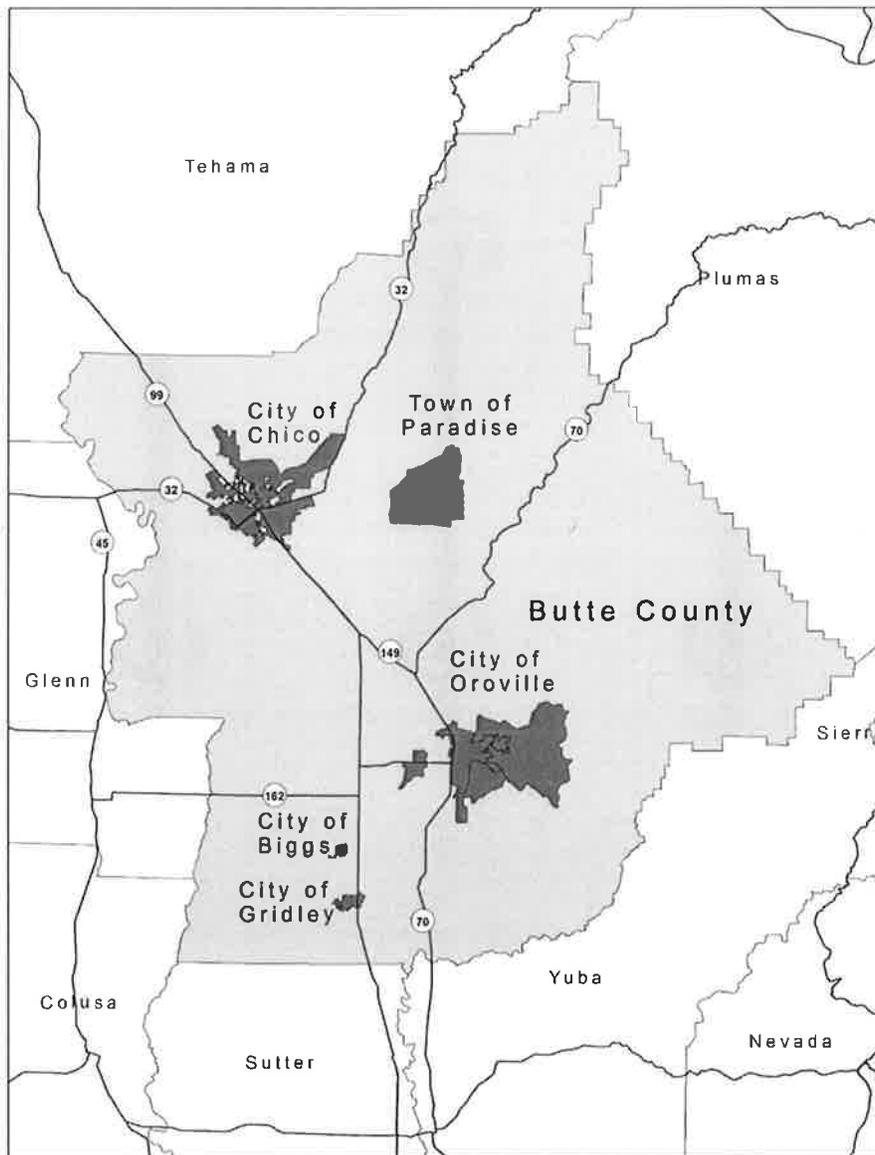
- Funds must be spent on services and improvements that provide a specific benefit only to those who pay;
- Funds cannot be diverted to general government programs;
- They are customized to fit the needs of payors in each destination;
- They allow for a wide range of services;
- They are **designed, created, and governed by those who will pay** the assessment; and
- They provide a stable, long-term funding source for tourism promotion.

#### IV. BOUNDARY

The BCTBID will include all lodging businesses, existing and in the future, available for public occupancy within the boundaries of Butte County including the cities of Chico, Oroville, Biggs, and Gridley, the Town of Paradise, and all unincorporated communities and areas.

Lodging business means: Any building, portion of a building, reserved outdoor space, or other premises or area rented for use by transients for overnight accommodations. A lodging business shall refer to the following premises, including but not limited to: motel, hotel, inn, tourist home, bed and breakfast, rooming house, apartment house, mobilehome park, recreational vehicle park, campground, or parking area.

The boundary, as shown in the map below, currently includes fifty-nine (59) lodging businesses. A complete listing of lodging businesses within the proposed BCTBID can be found in Appendix 2.



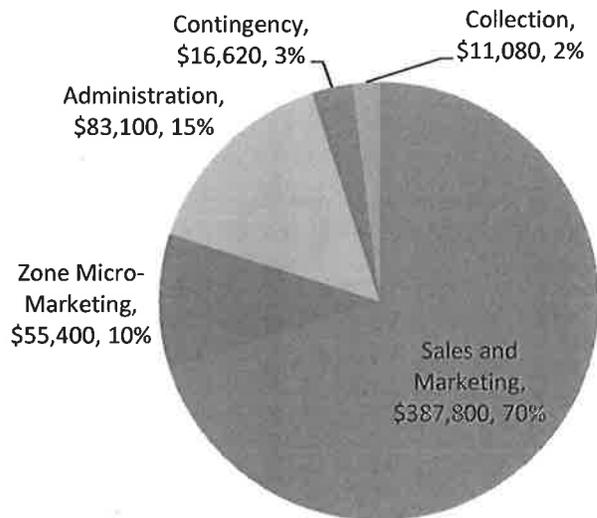
## V. BUDGET AND SERVICES

### A. Annual Service Plan

Assessment funds will be spent to provide specific benefits conferred or privileges granted directly to the payors that are not provided to those not charged, and which do not exceed the reasonable cost to the local jurisdictions of conferring the benefits or granting the privileges. The privileges and services provided with the BCTBID funds are sales and marketing programs available only to assessed businesses.

A service plan budget has been developed to deliver services that benefit businesses throughout the District. A detailed annual budget will be developed and approved by the Owners' Association. The table below illustrates the initial annual budget allocations. The total initial budget is \$554,000.

### Initial Year Annual Budget - \$554,000



Although actual revenue will fluctuate due to market conditions, the proportional allocations of the budget shall remain the same. However, the County and the Explore Butte County board shall have the authority to adjust budget allocations between the categories by no more than fifteen percent (15%) of the total budget per year. A description of the proposed improvements and activities for the initial year of operation is below. The same activities are proposed for subsequent years. In the event of a legal challenge against the BCTBID, any and all assessment funds may be used for the costs of defending the BCTBID.

Each budget category includes all costs related to providing that service, in accordance with Generally Accepted Accounting Procedures (GAAP). For example, the sales and marketing budget includes the cost of staff time dedicated to overseeing and implementing the program. Staff time dedicated purely to administrative tasks is allocated to the administrative portion of the budget. The costs of an individual staff member may be allocated to multiple budget categories, as appropriate in accordance with GAAP. The staffing levels necessary to provide the services below will be determined by Explore Butte County on an as-needed basis.

### **Sales and Marketing**

A sales and marketing program will promote assessed businesses as tourist, meeting, and event destinations. The sales and marketing program will have a central theme of promoting all Butte County jurisdictions as a desirable place for overnight visits. The program will have the goal of increasing overnight visitation and room night sales at assessed businesses, and may include the following activities:

- Internet marketing efforts to increase awareness and optimize internet presence to drive overnight visitation and room sales to assessed businesses;
- Print ads in magazines and newspapers targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Television ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Radio ads targeted at potential visitors to drive overnight visitation and room sales to assessed businesses;
- Attendance of trade shows to promote assessed businesses;
- Sales blitzes for assessed businesses;
- Familiarization tours of assessed businesses;
- Preparation and production of collateral promotional materials such as brochures, flyers and maps featuring assessed businesses;
- Attendance of professional industry conferences and affiliation events to promote assessed businesses;
- Lead generation activities designed to attract tourists and group events to assessed businesses;
- Director of Sales and General Manager meetings to plan and coordinate tourism promotion efforts for assessed businesses;
- Education of hospitality staff on service and safety (related to alcohol and food) designed to create a visitor experience that will bring repeat visits to assessed businesses; and
- Education of lodging business management and the owners' association on marketing strategies best suited to meet assessed businesses' needs; and
- Community organization grants to promote events and activities that target potential visitors to drive overnight visitation and room sales to assessed businesses.

### **Zone Micro-Marketing**

Ten percent (10%) of the budget, approximately \$55,400, shall be dedicated to individual zones for zone-specific tourism improvement activities as described below. The zone marketing funds will be utilized for local zone activities that promote, support and enhance zone-based tourism marketing efforts. Each zone shall receive its annual proportional contribution to the total BCTBID fund from the Zone Micro-Marketing budget each year. The proportional amount for each zone will be calculated annually. These programs are an exclusive privilege and shall provide a direct specific benefit to assessed businesses in the Zone, incremental room night sales. Individual zone marketing funding is designed to support zone-based activities that promote, support and enhance room night sales, including but not limited to the same benefits of the BCTBID's Sales and Marketing services. The zones that will receive zone micro-marketing funds are: Chico, Oroville, Paradise, Biggs and Gridley.

## **Administration and Operations**

The administration and operations portion of the budget shall be utilized for administrative staffing costs, office costs, and other general administrative costs such as insurance, legal, and accounting fees.

## **Collection Fee**

Each local jurisdiction shall be paid a fee equal to no more than two percent (2%) of the amount of assessment collected, within their respective jurisdictions, to cover collection and administration costs.

## **Contingency/Renewal**

A portion of the budget will be allocated to a contingency fund to account for lower than anticipated collections. If collected contingency funds remain in the budget near the expiration of the district term, and business owners wish to renew the district, the contingency funds may be used for renewal costs.

## **B. Annual Budget**

The total five (5) year improvement and service plan budget is projected at approximately \$554,000 annually, or \$2,770,000 through 2020. This amount may fluctuate as sales and revenue increase at assessed businesses, but is not expected to change significantly over the term.

## **C. California Constitutional Compliance**

The BCTBID assessment is not a property-based assessment subject to the requirements of Proposition 218. The Court has found, "Proposition 218 limited the term 'assessments' to levies on real property."<sup>1</sup> Rather, the BCTBID assessment is a business-based assessment, and is subject to Proposition 26. Pursuant to Proposition 26 all levies are a tax unless they fit one of seven exceptions. Two of these exceptions apply to the BCTBID, a "specific benefit" and a "specific government service." Both require that the costs of benefits or services do not exceed the reasonable costs to the County of conferring the benefits or providing the services.

### ***1. Specific Benefit***

Proposition 26 requires assessment funds be expended on, "a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege."<sup>2</sup> The services in this Management District Plan are designed to provide targeted benefits directly to assessed lodging businesses, and are intended only to provide benefits and services directly to those businesses paying the assessment. These services are tailored not to serve the general public, businesses in general, or parcels of land, but rather to serve the specific lodging businesses within the District. The activities described in this Management District Plan are specifically targeted to increase room night sales for assessed lodging businesses within the boundaries of the District, and are narrowly tailored. BCTBID funds will be used exclusively to provide the specific benefit of increased room night sales directly to the assesseses. For example, assessment funds shall not be used to feature non-assessed lodging businesses in BCTBID programs. Further assessment funds shall not be used to generate sales leads for non-assessed businesses. The activities paid for from

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<sup>1</sup> *Jarvis v. the City of San Diego* 72 Cal App. 4<sup>th</sup> 230

<sup>2</sup> Cal. Const. art XIII C § 1(e)(1)

assessment revenues are business services constituting and providing specific benefits to the assessed businesses.

The assessment imposed by this district is for a specific benefit conferred directly to the payors that is not provided to those not charged. The specific benefit conferred directly to the payors is an increase in room night sales. The specific benefit of an increase in room night sales for assessed lodging businesses will be provided only to lodging businesses paying the district assessment, with marketing and sales programs promoting lodging businesses paying the district assessment. The marketing and sales programs will be designed to increase room night sales at each assessed lodging businesses. Because they are necessary to provide the marketing and sales programs that specifically benefit the assessed lodging businesses, the administration, collection and contingency services also provide the specific benefit of increased room night sales to the assessed lodging businesses.

Although the District, in providing specific benefits to payors, may produce incidental benefits to non-paying businesses, the incidental benefit does not preclude the services from being considered a specific benefit. The legislature has found that, "A specific benefit is not excluded from classification as a 'specific benefit' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific benefit to the payor."<sup>3</sup>

## ***2. Specific Government Service***

The assessment may also be utilized to provide, "a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product."<sup>4</sup> The legislature has recognized that marketing and promotions services like those to be provided by the BCTBID are government services within the meaning of Proposition 26. Further, the legislature has determined that "a specific government service is not excluded from classification as a 'specific government service' merely because an indirect benefit to a nonpayor occurs incidentally and without cost to the payor as a consequence of providing the specific government service to the payor."<sup>5</sup>

## ***3. Reasonable Cost***

District services will be implemented carefully to ensure they do not exceed the reasonable cost of such services. The full amount assessed will be used to provide the services described herein. Funds will be managed by Explore Butte County, and reports submitted on an annual basis to the County. Only assessed lodging businesses will be featured in marketing materials, receive sales leads generated from district-funded activities, be featured in advertising campaigns, and benefit from other district-funded services. Non-assessed lodging businesses will not receive these, nor any other, district-funded services and benefits.

The District-funded programs are all targeted directly at and feature only assessed businesses. It is, however, possible that there will be a spill over benefit to non-assessed businesses. If non-assessed lodging businesses receive incremental room nights, that portion of the promotion or program generating those room nights shall be paid with non-District funds. BCTBID funds shall only be spent to benefit the assessed businesses, and shall not be spent on that portion of any program which generates incidental room nights for non-assessed businesses.

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<sup>3</sup> Government Code section 53758(a)

<sup>4</sup> Cal. Const. art XIII C § 1(e)(2)

<sup>5</sup> Government Code section 53758(b)

#### **D. Assessment**

The annual assessment rate is two percent (2%) of gross short term (stays less than 31 days) room rental revenue. Based on the benefit received, assessments will not be collected on stays of more than thirty (30) consecutive days. Assessments pursuant to the BCTBID shall not include room rental revenue resulting from stays pursuant to contracts executed prior to October 1, 2015.

The term "gross room rental revenue" as used herein means: any fee, charge, or other valuable consideration received by an operator as gross proceeds paid by a transient for lodging. Gross room rental revenue shall be valued in money, whether it is received in money or in kind goods and services. Gross room rental revenue shall include all services of any kind or nature prior to any deduction for any reason whatever. Gross room rental revenue shall not include any federal, state or local taxes collected, including but not limited to TOT.

The amount of assessment, if passed on to each transient, shall be disclosed in advance and separately stated from the amount of rent charged and any other applicable taxes, and each transient shall receive a receipt for payment from the business. The assessment shall be disclosed as the "BCTBID Assessment." The assessment shall not be considered revenue for any purposes, including calculation of TOT.

Bonds shall not be issued.

#### **E. Penalties and Interest**

1. Any assessed business which fails to remit any assessment imposed within the time required shall pay a penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment.
2. Any assessed business which fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of ten percent (10%) of the amount of the assessment in addition to the amount of the assessment and the ten percent (10%) penalty first imposed.
3. If the County, a city, or the Town determines that the nonpayment of any remittance due is due to fraud, a penalty of twenty-five percent (25%) of the amount of the assessment shall be added thereto in addition to the penalties state in subparagraphs 1 and 2 of this section.
4. In addition to the penalties imposed, any assessed business which fails to remit any assessment imposed shall pay interest at the rate of one percent (1%) per month, or fraction thereof, on the amount of the assessment, exclusive of penalties, from the date on which the remittance first became delinquent until paid. If the last of any month falls on a Saturday, Sunday or legal holiday, the additional one percent (1%) shall attach after 5:00 PM on the next business day.
5. Every penalty imposed, and such interest as accrues, shall become part of the assessment required to be paid by the provisions of this chapter.

#### **F. Time and Manner for Collecting Assessments**

The BCTBID assessment will be implemented beginning October 1, 2015 and will continue for five (5) years through September 30, 2020. The County, cities, and the Town will be responsible for collecting the assessment on a monthly or quarterly basis consistent with each jurisdiction's current collection frequency (including any delinquencies, penalties and interest) from each lodging business located in their respective jurisdictions. If any lodging business begins operating in the City of Biggs during the term of the District, and the City of Biggs has not established a procedure for collecting the assessment, the County will collect the assessment from those businesses in the same manner as

the assessment is collected from other businesses in the unincorporated portions of the County. The County, cities, and the Town shall take all reasonable efforts to collect the assessments from each lodging business. The County, cities, and the Town shall forward the assessments collected to the Owners' Association.

## **VI. GOVERNANCE**

### **A. Owners' Association**

The Board of Supervisors, through adoption of this Management District Plan, has the right, pursuant to Streets and Highways Code §36651, to identify the body that shall implement the proposed program, which shall be the Owners' Association of the BCTBID as defined in Streets and Highways Code §36614.5. The Board of Supervisors has determined that Explore Butte County will serve as the Owners' Association for the BCTBID.

### **B. Brown Act and California Public Records Act Compliance**

An Owners' Association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. The Owners' Association is, however, subject to government regulations relating to transparency, namely the Ralph M. Brown Act and the California Public Records Act. These regulations are designed to promote public accountability. The Owners' Association acts as a legislative body under the Ralph M. Brown Act (Government Code §54950 et seq.). Thus, meetings of the Explore Butte County board and certain committees must be held in compliance with the public notice and other requirements of the Brown Act. The Owners' Association is also subject to the record keeping and disclosure requirements of the California Public Records Act. Accordingly, Explore Butte County shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

### **C. Annual Report**

Explore Butte County shall present an annual report at the end of each year of operation to the Board of Supervisors pursuant to Streets and Highways Code §36650 (see Appendix 1). The annual report shall include:

- Any proposed changes in the boundaries of the improvement district or in any benefit zones or classification of businesses within the district.
- The improvements and activities to be provided for that fiscal year.
- An estimate of the cost of providing the improvements and the activities for that fiscal year.
- The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his or her business for that fiscal year.
- The amount of any surplus or deficit revenues to be carried over from a previous fiscal year.
- The amount of any contributions to be made from sources other than assessments levied pursuant to this part.

## APPENDIX 1 – LAW

### STREETS AND HIGHWAYS CODE

#### Division 18. Parking

#### Part 7. Property and Business Improvement District Law of 1994

*Cal Sts & Hy Code Div. 18, Pt. 7 Note (2015)*

\*\*\* This document is current through the 2015 Supplement \*\*\*  
(All 2014 legislation)

#### **36600.** Citation of part

This part shall be known and may be cited as the “Property and Business Improvement District Law of 1994.”

#### **36601.** Legislative findings and declarations

The Legislature finds and declares all of the following:

(a) Businesses located and operating within business districts in some of this state’s communities are economically disadvantaged, are underutilized, and are unable to attract customers due to inadequate facilities, services, and activities in the business districts.

(b) It is in the public interest to promote the economic revitalization and physical maintenance of business districts in order to create jobs, attract new businesses, and prevent the erosion of the business districts.

(c) It is of particular local benefit to allow business districts to fund business related improvements, maintenance, and activities through the levy of assessments upon the businesses or real property that receive benefits from those improvements.

(d) Assessments levied for the purpose of conferring special benefit upon the real property or businesses in a business district are not taxes for the general benefit of a city, even if property or persons not assessed receive incidental or collateral effects that benefit them.

(e) Property and business improvement districts formed throughout this state have conferred special benefits upon properties and businesses within their districts and have made those properties and businesses more useful by providing the following benefits:

(1) Crime reduction. A study by the Rand Corporation has confirmed a 12-percent reduction in the incidence of robbery and an 8-percent reduction in the total incidence of violent crimes within the 30 districts studied.

(2) Job creation.

(3) Business attraction.

(4) Business retention.

(5) Economic growth.

(6) New investments.

(f) With the dissolution of redevelopment agencies throughout the state, property and business improvement districts have become even more important tools with which communities can combat blight, promote economic opportunities, and create a clean and safe environment.

(g) Since the enactment of this act, the people of California have adopted Proposition 218, which added Article XIII D to the Constitution in order to place certain requirements and restrictions on the formation of, and activities, expenditures, and assessments by property-based districts. Article XIII D of the Constitution provides that property-based districts may only levy assessments for special benefits.

(h) The act amending this section is intended to provide the Legislature’s guidance with regard to this act, its interaction with the provisions of Article XIII D of the Constitution, and the determination of special benefits in property-based districts.

(1) The lack of legislative guidance has resulted in uncertainty and inconsistent application of this act, which discourages the use of assessments to fund needed improvements, maintenance, and activities in property-based districts, contributing to blight and other underutilization of property.

(2) Activities undertaken for the purpose of conferring special benefits upon property to be assessed inherently produce incidental or collateral effects that benefit property or persons not assessed. Therefore, for special

benefits to exist as a separate and distinct category from general benefits, the incidental or collateral effects of those special benefits are inherently part of those special benefits. The mere fact that special benefits produce incidental or collateral effects that benefit property or persons not assessed does not convert any portion of those special benefits or their incidental or collateral effects into general benefits.

(3) It is of the utmost importance that property-based districts created under this act have clarity regarding restrictions on assessments they may levy and the proper determination of special benefits. Legislative clarity with regard to this act will provide districts with clear instructions and courts with legislative intent regarding restrictions on property-based assessments, and the manner in which special benefits should be determined.

#### **36602. Purpose of part**

The purpose of this part is to supplement previously enacted provisions of law that authorize cities to levy assessments within property and business improvement districts, to ensure that those assessments conform to all constitutional requirements and are determined and assessed in accordance with the guidance set forth in this act. This part does not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes.

#### **36603. Preemption of authority or charter city to adopt ordinances levying assessments**

Nothing in this part is intended to preempt the authority of a charter city to adopt ordinances providing for a different method of levying assessments for similar or additional purposes from those set forth in this part. A property and business improvement district created pursuant to this part is expressly exempt from the provisions of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (Division 4 (commencing with Section 2800)).

#### **36603.5. Part prevails over conflicting provisions**

Any provision of this part that conflicts with any other provision of law shall prevail over the other provision of law, as to districts created under this part.

#### **36604. Severability**

This part is intended to be construed liberally and, if any provision is held invalid, the remaining provisions shall remain in full force and effect. Assessments levied under this part are not special taxes.

#### **36606. "Activities"**

"Activities" means, but is not limited to, all of the following that benefit businesses or real property in the district:

- (a) Promotion of public events.
- (b) Furnishing of music in any public place.
- (c) Promotion of tourism within the district.
- (d) Marketing and economic development, including retail retention and recruitment.
- (e) Providing security, sanitation, graffiti removal, street and sidewalk cleaning, and other municipal services supplemental to those normally provided by the municipality.
- (f) Other services provided for the purpose of conferring special benefit upon assessed businesses and real property located in the district.

#### **36606.5. "Assessment"**

"Assessment" means a levy for the purpose of acquiring, constructing, installing, or maintaining improvements and providing activities that will provide certain benefits to properties or businesses located within a property and business improvement district.

#### **36607. "Business"**

“Business” means all types of businesses and includes financial institutions and professions.

**36608. “City”**

“City” means a city, county, city and county, or an agency or entity created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code, the public member agencies of which includes only cities, counties, or a city and county, or the State of California.

**36609. “City council”**

“City council” means the city council of a city or the board of supervisors of a county, or the agency, commission, or board created pursuant to a joint powers agreement and which is a city within the meaning of this part.

**36609.4. “Clerk”**

“Clerk” means the clerk of the legislative body.

**36609.5. “General benefit”**

“General benefit” means, for purposes of a property-based district, any benefit that is not a “special benefit” as defined in Section 36615.5.

**36610. “Improvement”**

“Improvement” means the acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following:

- (a) Parking facilities.
- (b) Benches, booths, kiosks, display cases, pedestrian shelters and signs.
- (c) Trash receptacles and public restrooms.
- (d) Lighting and heating facilities.
- (e) Decorations.
- (f) Parks.
- (g) Fountains.
- (h) Planting areas.
- (i) Closing, opening, widening, or narrowing of existing streets.
- (j) Facilities or equipment, or both, to enhance security of persons and property within the area.
- (k) Ramps, sidewalks, plazas, and pedestrian malls.
- (l) Rehabilitation or removal of existing structures.

**36611. “Management district plan”; “Plan”**

“Management district plan” or “plan” means a proposal as defined in Section 36622.

**36612. “Owners’ Association”**

“Owners’ association” means a private nonprofit entity that is under contract with a city to administer or implement improvements, maintenance, and activities specified in the management district plan. An owners’ association may be an existing nonprofit entity or a newly formed nonprofit entity. An owners’ association is a private entity and may not be considered a public entity for any purpose, nor may its board members or staff be considered to be public officials for any purpose. Notwithstanding this section, an owners’ association shall comply with the Ralph M. Brown Act (Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code), at all times when matters within the subject matter of the district are heard, discussed, or deliberated, and with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code), for all records relating to activities of the district.

**36614. “Property”**

“Property” means real property situated within a district.

**36614.5. “Property and business improvement district”; “District”**

“Property and business improvement district,” or “district,” means a property and business improvement district established pursuant to this part.

**36614.6. “Property-based assessment”**

“Property-based assessment” means any assessment made pursuant to this part upon real property.

**36614.7. “Property-based district”**

“Property-based district” means any district in which a city levies a property-based assessment.

**36615. “Property owner”; “Business owner”; “Owner”**

“Property owner” means any person shown as the owner of land on the last equalized assessment roll or otherwise known to be the owner of land by the city council. “Business owner” means any person recognized by the city as the owner of the business. “Owner” means either a business owner or a property owner. The city council has no obligation to obtain other information as to the ownership of land or businesses, and its determination of ownership shall be final and conclusive for the purposes of this part. Wherever this part requires the signature of the property owner, the signature of the authorized agent of the property owner shall be sufficient. Wherever this part requires the signature of the business owner, the signature of the authorized agent of the business owner shall be sufficient.

**36615.5. “Special benefit”**

“Special benefit” means, for purposes of a property-based district, a particular and distinct benefit over and above general benefits conferred on real property located in a district or to the public at large. Special benefit includes incidental or collateral effects that arise from the improvements, maintenance, or activities of property-based districts even if those incidental or collateral effects benefit property or persons not assessed. Special benefit excludes general enhancement of property value.

**36616. “Tenant”**

“Tenant” means an occupant pursuant to a lease of commercial space or a dwelling unit, other than an owner.

**36617. Alternative method of financing certain improvements and activities; Effect on other provisions**

This part provides an alternative method of financing certain improvements and activities. The provisions of this part shall not affect or limit any other provisions of law authorizing or providing for the furnishing of improvements or activities or the raising of revenue for these purposes. Every improvement area established pursuant to the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500) of this division) is valid and effective and is unaffected by this part.

**36620. Establishment of property and business improvement district**

A property and business improvement district may be established as provided in this chapter.

**36620.5. Requirement of consent of city council**

A county may not form a district within the territorial jurisdiction of a city without the consent of the city council of that city. A city may not form a district within the unincorporated territory of a county without the consent of the board of supervisors of that county. A city may not form a district within the territorial jurisdiction of another city without the consent of the city council of the other city.

### **36621. Initiation of proceedings; Petition of property or business owners in proposed district**

(a) Upon the submission of a written petition, signed by the property or business owners in the proposed district who will pay more than 50 percent of the assessments proposed to be levied, the city council may initiate proceedings to form a district by the adoption of a resolution expressing its intention to form a district. The amount of assessment attributable to property or a business owned by the same property or business owner that is in excess of 40 percent of the amount of all assessments proposed to be levied, shall not be included in determining whether the petition is signed by property or business owners who will pay more than 50 percent of the total amount of assessments proposed to be levied.

(b) The petition of property or business owners required under subdivision (a) shall include a summary of the management district plan. That summary shall include all of the following:

(1) A map showing the boundaries of the district.

(2) Information specifying where the complete management district plan can be obtained.

(3) Information specifying that the complete management district plan shall be furnished upon request.

(c) The resolution of intention described in subdivision (a) shall contain all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property or businesses within the district, a statement as to whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements do not need to be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities, and the location and extent of the proposed district.

(2) A time and place for a public hearing on the establishment of the property and business improvement district and the levy of assessments, which shall be consistent with the requirements of Section 36623.

### **36622. Contents of management district plan**

The management district plan shall include, but is not limited to, all of the following:

(a) If the assessment will be levied on property, a map of the district in sufficient detail to locate each parcel of property and, if businesses are to be assessed, each business within the district. If the assessment will be levied on businesses, a map that identifies the district boundaries in sufficient detail to allow a business owner to reasonably determine whether a business is located within the district boundaries. If the assessment will be levied on property and businesses, a map of the district in sufficient detail to locate each parcel of property and to allow a business owner to reasonably determine whether a business is located within the district boundaries.

(b) The name of the proposed district.

(c) A description of the boundaries of the district, including the boundaries of benefit zones, proposed for establishment or extension in a manner sufficient to identify the affected property and businesses included, which may be made by reference to any plan or map that is on file with the clerk. The boundaries of a proposed property assessment district shall not overlap with the boundaries of another existing property assessment district created pursuant to this part. This part does not prohibit the boundaries of a district created pursuant to this part to overlap with other assessment districts established pursuant to other provisions of law, including, but not limited to, the Parking and Business Improvement Area Law of 1989 (Part 6 (commencing with Section 36500)). This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with another business assessment district created pursuant to this part. This part does not prohibit the boundaries of a business assessment district created pursuant to this part to overlap with a property assessment district created pursuant to this part.

(d) The improvements, maintenance, and activities proposed for each year of operation of the district and the maximum cost thereof. If the improvements, maintenance, and activities proposed for each year of operation are the same, a description of the first year's proposed improvements, maintenance, and activities and a statement that the same improvements, maintenance, and activities are proposed for subsequent years shall satisfy the requirements of this subdivision.

(e) The total annual amount proposed to be expended for improvements, maintenance, or activities, and debt service in each year of operation of the district. If the assessment is levied on businesses, this amount may be estimated

based upon the assessment rate. If the total annual amount proposed to be expended in each year of operation of the district is not significantly different, the amount proposed to be expended in the initial year and a statement that a similar amount applies to subsequent years shall satisfy the requirements of this subdivision.

(f) The proposed source or sources of financing, including the proposed method and basis of levying the assessment in sufficient detail to allow each property or business owner to calculate the amount of the assessment to be levied against his or her property or business. The plan also shall state whether bonds will be issued to finance improvements.

(g) The time and manner of collecting the assessments.

(h) The specific number of years in which assessments will be levied. In a new district, the maximum number of years shall be five. Upon renewal, a district shall have a term not to exceed 10 years. Notwithstanding these limitations, a district created pursuant to this part to finance capital improvements with bonds may levy assessments until the maximum maturity of the bonds. The management district plan may set forth specific increases in assessments for each year of operation of the district.

(i) The proposed time for implementation and completion of the management district plan.

(j) Any proposed rules and regulations to be applicable to the district.

(k) (1) A list of the properties or businesses to be assessed, including the assessor's parcel numbers for properties to be assessed, and a statement of the method or methods by which the expenses of a district will be imposed upon benefited real property or businesses, in proportion to the benefit received by the property or business, to defray the cost thereof.

(2) In a property-based district, the proportionate special benefit derived by each identified parcel shall be determined exclusively in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the activities. An assessment shall not be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit conferred on that parcel. Only special benefits are assessable, and a property-based district shall separate the general benefits, if any, from the special benefits conferred on a parcel. Parcels within a property-based district that are owned or used by any city, public agency, the State of California, or the United States shall not be exempt from assessment unless the governmental entity can demonstrate by clear and convincing evidence that those publicly owned parcels in fact receive no special benefit. The value of any incidental, secondary, or collateral effects that arise from the improvements, maintenance, or activities of a property-based district and that benefit property or persons not assessed shall not be deducted from the entirety of the cost of any special benefit or affect the proportionate special benefit derived by each identified parcel.

(l) In a property-based district, the total amount of all special benefits to be conferred upon the properties located within the property-based district.

(m) In a property-based district, the total amount of general benefits, if any.

(n) In a property-based district, a detailed engineer's report prepared by a registered professional engineer certified by the State of California supporting all assessments contemplated by the management district plan.

(o) Any other item or matter required to be incorporated therein by the city council.

### **36623. Procedure to levy assessment**

(a) If a city council proposes to levy a new or increased property assessment, the notice and protest and hearing procedure shall comply with Section 53753 of the Government Code.

(b) If a city council proposes to levy a new or increased business assessment, the notice and protest and hearing procedure shall comply with Section 54954.6 of the Government Code, except that notice shall be mailed to the owners of the businesses proposed to be assessed. A protest may be made orally or in writing by any interested person. Every written protest shall be filed with the clerk at or before the time fixed for the public hearing. The city council may waive any irregularity in the form or content of any written protest. A written protest may be withdrawn in writing at any time before the conclusion of the public hearing. Each written protest shall contain a description of the business in which the person subscribing the protest is interested sufficient to identify the business and, if a person subscribing is not shown on the official records of the city as the owner of the business, the protest shall contain or be accompanied by written evidence that the person subscribing is the owner of the business or the authorized representative. A written protest that does not comply with this section shall not be counted in determining a majority protest. If written protests are received from the owners or authorized representatives of businesses in the proposed district that will pay 50 percent or more of the assessments proposed to be levied and protests are not withdrawn so as to reduce the protests to less than 50 percent, no further proceedings to levy the proposed assessment against such businesses, as contained in the resolution of intention, shall be taken for a period of one year from the date of the finding of a majority protest by the city council.

(c) If a city council proposes to conduct a single proceeding to levy both a new or increased property assessment and a new or increased business assessment, the notice and protest and hearing procedure for the property assessment shall comply with subdivision (a), and the notice and protest and hearing procedure for the business assessment shall comply with subdivision (b). If a majority protest is received from either the property or business owners, that respective portion of the assessment shall not be levied. The remaining portion of the assessment may be levied unless the improvement or other special benefit was proposed to be funded by assessing both property and business owners.

#### **36624. Changes to proposed assessments**

At the conclusion of the public hearing to establish the district, the city council may adopt, revise, change, reduce, or modify the proposed assessment or the type or types of improvements, maintenance, and activities to be funded with the revenues from the assessments. Proposed assessments may only be revised by reducing any or all of them. At the public hearing, the city council may only make changes in, to, or from the boundaries of the proposed property and business improvement district that will exclude territory that will not benefit from the proposed improvements, maintenance, and activities. Any modifications, revisions, reductions, or changes to the proposed assessment district shall be reflected in the notice and map recorded pursuant to Section 36627.

#### **36625. Resolution of formation**

(a) If the city council, following the public hearing, decides to establish a proposed property and business improvement district, the city council shall adopt a resolution of formation that shall include, but is not limited to, all of the following:

(1) A brief description of the proposed improvements, maintenance, and activities, the amount of the proposed assessment, a statement as to whether the assessment will be levied on property, businesses, or both within the district, a statement on whether bonds will be issued, and a description of the exterior boundaries of the proposed district, which may be made by reference to any plan or map that is on file with the clerk. The descriptions and statements need not be detailed and shall be sufficient if they enable an owner to generally identify the nature and extent of the improvements, maintenance, and activities and the location and extent of the proposed district.

(2) The number, date of adoption, and title of the resolution of intention.

(3) The time and place where the public hearing was held concerning the establishment of the district.

(4) A determination regarding any protests received. The city shall not establish the district or levy assessments if a majority protest was received.

(5) A statement that the properties, businesses, or properties and businesses in the district established by the resolution shall be subject to any amendments to this part.

(6) A statement that the improvements, maintenance, and activities to be conferred on businesses and properties in the district will be funded by the levy of the assessments. The revenue from the levy of assessments within a district shall not be used to provide improvements, maintenance, or activities outside the district or for any purpose other than the purposes specified in the resolution of intention, as modified by the city council at the hearing concerning establishment of the district.

(7) A finding that the property or businesses within the area of the property and business improvement district will be benefited by the improvements, maintenance, and activities funded by the proposed assessments, and, for a property-based district, that property within the district will receive a special benefit.

(8) In a property-based district, the total amount of all special benefits to be conferred on the properties within the property-based district.

(b) The adoption of the resolution of formation and, if required, recordation of the notice and map pursuant to Section 36627 shall constitute the levy of an assessment in each of the fiscal years referred to in the management district plan.

#### **36626. Resolution establishing district**

If the city council, following the public hearing, desires to establish the proposed property and business improvement district, and the city council has not made changes pursuant to Section 36624, or has made changes that do not substantially change the proposed assessment, the city council shall adopt a resolution establishing the district. The resolution shall contain all of the information specified in Section 36625.

#### **36627. Notice and assessment diagram**

Following adoption of the resolution establishing district assessments on properties pursuant to Section 36625 or Section 36626, the clerk of the city shall record a notice and an assessment diagram pursuant to Section 3114. No other provision of Division 4.5 (commencing with Section 3100) applies to an assessment district created pursuant to this part.

**36628. Establishment of separate benefit zones within district; Categories of businesses**

The city council may establish one or more separate benefit zones within the district based upon the degree of benefit derived from the improvements or activities to be provided within the benefit zone and may impose a different assessment within each benefit zone. If the assessment is to be levied on businesses, the city council may also define categories of businesses based upon the degree of benefit that each will derive from the improvements or activities to be provided within the district and may impose a different assessment or rate of assessment on each category of business, or on each category of business within each zone.

**36628.5. Assessments on businesses or property owners**

The city council may levy assessments on businesses or on property owners, or a combination of the two, pursuant to this part. The city council shall structure the assessments in whatever manner it determines corresponds with the distribution of benefits from the proposed improvements, maintenance, and activities, provided that any property-based assessment conforms with the requirements set forth in paragraph (2) of subdivision (k) of Section 36622.

**36629. Provisions and procedures applicable to benefit zones and business categories**

All provisions of this part applicable to the establishment, modification, or disestablishment of a property and business improvement district apply to the establishment, modification, or disestablishment of benefit zones or categories of business. The city council shall, to establish, modify, or disestablish a benefit zone or category of business, follow the procedure to establish, modify, or disestablish a property and business improvement district.

**36630. Expiration of district; Creation of new district**

If a property and business improvement district expires due to the time limit set pursuant to subdivision (h) of Section 36622, a new management district plan may be created and the district may be renewed pursuant to this part.

**36631. Time and manner of collection of assessment; Delinquent payments**

The collection of the assessments levied pursuant to this part shall be made at the time and in the manner set forth by the city council in the resolution levying the assessment. Assessments levied on real property may be collected at the same time and in the same manner as for the ad valorem property tax, and may provide for the same lien priority and penalties for delinquent payment. All delinquent payments for assessments levied pursuant to this part may be charged interest and penalties.

**36632. Assessments to be based on estimated benefit; Classification of real property and businesses; Exclusion of residential and agricultural property**

- (a) The assessments levied on real property pursuant to this part shall be levied on the basis of the estimated benefit to the real property within the property and business improvement district. The city council may classify properties for purposes of determining the benefit to property of the improvements and activities provided pursuant to this part.
- (b) Assessments levied on businesses pursuant to this part shall be levied on the basis of the estimated benefit to the businesses within the property and business improvement district. The city council may classify businesses for purposes of determining the benefit to the businesses of the improvements and activities provided pursuant to this part.
- (c) Properties zoned solely for residential use, or that are zoned for agricultural use, are conclusively presumed not to benefit from the improvements and service funded through these assessments, and shall not be subject to any assessment pursuant to this part.

**36633. Time for contesting validity of assessment**

The validity of an assessment levied under this part shall not be contested in any action or proceeding unless the action or proceeding is commenced within 30 days after the resolution levying the assessment is adopted pursuant to Section 36626. Any appeal from a final judgment in an action or proceeding shall be perfected within 30 days after the entry of judgment.

**36634. Service contracts authorized to establish levels of city services**

The city council may execute baseline service contracts that would establish levels of city services that would continue after a property and business improvement district has been formed.

**36635. Request to modify management district plan**

The owners' association may, at any time, request that the city council modify the management district plan. Any modification of the management district plan shall be made pursuant to this chapter.

**36636. Modification of plan by resolution after public hearing; Adoption of resolution of intention; Modification of improvements and activities by adoption of resolution after public hearing**

(a) Upon the written request of the owners' association, the city council may modify the management district plan after conducting one public hearing on the proposed modifications. The city council may modify the improvements and activities to be funded with the revenue derived from the levy of the assessments by adopting a resolution determining to make the modifications after holding a public hearing on the proposed modifications. If the modification includes the levy of a new or increased assessment, the city council shall comply with Section 36623. Notice of all other public hearings pursuant to this section shall comply with both of the following:

(1) The resolution of intention shall be published in a newspaper of general circulation in the city once at least seven days before the public hearing.

(2) A complete copy of the resolution of intention shall be mailed by first class mail, at least 10 days before the public hearing, to each business owner or property owner affected by the proposed modification.

(b) The city council shall adopt a resolution of intention which states the proposed modification prior to the public hearing required by this section. The public hearing shall be held not more than 90 days after the adoption of the resolution of intention.

**36637. Reflection of modification in notices recorded and maps**

Any subsequent modification of the resolution shall be reflected in subsequent notices and maps recorded pursuant to Division 4.5 (commencing with Section 3100), in a manner consistent with the provisions of Section 36627.

**36640. Bonds authorized; Procedure; Restriction on reduction or termination of assessments**

(a) The city council may, by resolution, determine and declare that bonds shall be issued to finance the estimated cost of some or all of the proposed improvements described in the resolution of formation adopted pursuant to Section 36625, if the resolution of formation adopted pursuant to that section provides for the issuance of bonds, under the Improvement Bond Act of 1915 (Division 10 (commencing with Section 8500)) or in conjunction with Marks-Roos Local Bond Pooling Act of 1985 (Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code). Either act, as the case may be, shall govern the proceedings relating to the issuance of bonds, although proceedings under the Bond Act of 1915 may be modified by the city council as necessary to accommodate assessments levied upon business pursuant to this part.

(b) The resolution adopted pursuant to subdivision (a) shall generally describe the proposed improvements specified in the resolution of formation adopted pursuant to Section 36625, set forth the estimated cost of those improvements, specify the number of annual installments and the fiscal years during which they are to be collected. The amount of debt service to retire the bonds shall not exceed the amount of revenue estimated to be raised from assessments over 30 years.

(c) Notwithstanding any other provision of this part, assessments levied to pay the principal and interest on any bond issued pursuant to this section shall not be reduced or terminated if doing so would interfere with the timely retirement of the debt.

**36650. Report by owners' association; Approval or modification by city council**

(a) The owners' association shall cause to be prepared a report for each fiscal year, except the first year, for which assessments are to be levied and collected to pay the costs of the improvements, maintenance, and activities described in the report. The owners' association's first report shall be due after the first year of operation of the district. The report may propose changes, including, but not limited to, the boundaries of the property and business improvement district or any benefit zones within the district, the basis and method of levying the assessments, and any changes in the classification of property, including any categories of business, if a classification is used.

(b) The report shall be filed with the clerk and shall refer to the property and business improvement district by name, specify the fiscal year to which the report applies, and, with respect to that fiscal year, shall contain all of the following information:

(1) Any proposed changes in the boundaries of the property and business improvement district or in any benefit zones or classification of property or businesses within the district.

(2) The improvements, maintenance, and activities to be provided for that fiscal year.

(3) An estimate of the cost of providing the improvements, maintenance, and activities for that fiscal year.

(4) The method and basis of levying the assessment in sufficient detail to allow each real property or business owner, as appropriate, to estimate the amount of the assessment to be levied against his or her property or business for that fiscal year.

(5) The estimated amount of any surplus or deficit revenues to be carried over from a previous fiscal year.

(6) The estimated amount of any contributions to be made from sources other than assessments levied pursuant to this part.

(c) The city council may approve the report as filed by the owners' association or may modify any particular contained in the report and approve it as modified. Any modification shall be made pursuant to Sections 36635 and 36636.

The city council shall not approve a change in the basis and method of levying assessments that would impair an authorized or executed contract to be paid from the revenues derived from the levy of assessments, including any commitment to pay principal and interest on any bonds issued on behalf of the district.

**36651. Designation of owners' association to provide improvements and activities**

The management district plan may, but is not required to, state that an owners' association will provide the improvements, maintenance, and activities described in the management district plan. If the management district plan designates an owners' association, the city shall contract with the designated nonprofit corporation to provide services.

**36660. Renewal of district; Transfer or refund of remaining revenues; District term limit**

(a) Any district previously established whose term has expired, or will expire, may be renewed by following the procedures for establishment as provided in this chapter.

(b) Upon renewal, any remaining revenues derived from the levy of assessments, or any revenues derived from the sale of assets acquired with the revenues, shall be transferred to the renewed district. If the renewed district includes additional parcels or businesses not included in the prior district, the remaining revenues shall be spent to benefit only the parcels or businesses in the prior district. If the renewed district does not include parcels or businesses included in the prior district, the remaining revenues attributable to these parcels shall be refunded to the owners of these parcels or businesses.

(c) Upon renewal, a district shall have a term not to exceed 10 years, or, if the district is authorized to issue bonds, until the maximum maturity of those bonds. There is no requirement that the boundaries, assessments, improvements, or activities of a renewed district be the same as the original or prior district.

**36670. Circumstances permitting disestablishment of district; Procedure**

(a) Any district established or extended pursuant to the provisions of this part, where there is no indebtedness, outstanding and unpaid, incurred to accomplish any of the purposes of the district, may be disestablished by resolution by the city council in either of the following circumstances:

(1) If the city council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district, it shall notice a hearing on disestablishment.

(2) During the operation of the district, there shall be a 30-day period each year in which assesseses may request disestablishment of the district. The first such period shall begin one year after the date of establishment of the district and shall continue for 30 days. The next such 30-day period shall begin two years after the date of the establishment of the district. Each successive year of operation of the district shall have such a 30-day period. Upon the written petition of the owners or authorized representatives of real property or the owners or authorized representatives of businesses in the area who pay 50 percent or more of the assessments levied, the city council shall pass a resolution of intention to disestablish the district. The city council shall notice a hearing on disestablishment.

(b) The city council shall adopt a resolution of intention to disestablish the district prior to the public hearing required by this section. The resolution shall state the reason for the disestablishment, shall state the time and place of the public hearing, and shall contain a proposal to dispose of any assets acquired with the revenues of the assessments levied within the property and business improvement district. The notice of the hearing on disestablishment required by this section shall be given by mail to the property owner of each parcel or to the owner of each business subject to assessment in the district, as appropriate. The city shall conduct the public hearing not less than 30 days after mailing the notice to the property or business owners. The public hearing shall be held not more than 60 days after the adoption of the resolution of intention.

**36671. Refund of remaining revenues upon disestablishment or expiration without renewal of district; Calculation of refund; Use of outstanding revenue collected after disestablishment of district**

(a) Upon the disestablishment or expiration without renewal of a district, any remaining revenues, after all outstanding debts are paid, derived from the levy of assessments, or derived from the sale of assets acquired with the revenues, or from bond reserve or construction funds, shall be refunded to the owners of the property or businesses then located and operating within the district in which assessments were levied by applying the same method and basis that was used to calculate the assessments levied in the fiscal year in which the district is disestablished or expires. All outstanding assessment revenue collected after disestablishment shall be spent on improvements and activities specified in the management district plan.

(b) If the disestablishment occurs before an assessment is levied for the fiscal year, the method and basis that was used to calculate the assessments levied in the immediate prior fiscal year shall be used to calculate the amount of any refund.

## APPENDIX 2 – ASSESSED BUSINESSES

<b>BUSINESS NAME</b>	<b>BUSINESS ADDRESS</b>	<b>CITY/TOWN/COUNTY</b>
American Inn	2573 Esplanade	Chico
Americas Best Value Inn	740 Broadway St	Chico
Brenda Bowen Rental	575 Manzanita Avenue	Chico
Courtyard by Marriott	2481 Carmichael Dr	Chico
Goodman House B&B	1362 Esplanade	Chico
The Grateful Bed	1462 Arcadian Ave	Chico
Haven Inn of Chico	2212 Park Ave	Chico
Heritage Inn	25 Heritage Lane	Chico
Heritage Inn Express	725 Broadway St	Chico
Holiday Inn	685 Manzanita Court	Chico
Hotel Diamond	220 W. 4th	Chico
Hotel James	10 Lost Duchman Drive	Chico
Matador Motel	1934 Esplanade	Chico
Motel 6	665 Manzanita Ct	Chico
Oxford Suites	2035 Business Lane	Chico
Quality Inn Thunderbird	715 Main Street	Chico
Regency Inn	2566 Esplanade	Chico
Residence Inn by Marriott	2485 Carmichael Dr	Chico
Rodeway Inn	1717 Park Ave	Chico
Safari Garden	2352 Esplanade	Chico
Super 8 Motel	655 Manzanita Ct	Chico
Town House Motel	2231 Esplanade	Chico
Vagabond Inn	630 Main St	Chico
Gridley Inn & RV Park	1490 Highway 99	Gridley
Pacific Motel	1308 Highway 99	Gridley
Americas Best Value Inn	580 Oro Dam Blvd	Oroville
Budget Inn	1475 Feather River Blvd	Oroville
Dahl's Motel	2010 Feather River Blvd	Oroville
Days Inn Oroville	1745 Feather River Blvd	Oroville
Holiday Inn Express	550 Oro Dam Blvd	Oroville
KNS, LLC (Super 8)	1470 Feather River Blvd	Oroville
Motel 6	505 Montgomery Street	Oroville
Sunset Inn	1835 Feather River Blvd	Oroville
Villa Court Inn Motel	1527 Feather River Blvd	Oroville
WEMLO (Western Motor Lodge)	2255 Bird Street	Oroville
Lantern Inn	5799 Wildwood Lane	Paradise
Comfort Inn	5475 Clark Road	Paradise
Paradise Inn	5423 Skyway	Paradise
Ponderosa Gardens	7010 Skyway	Paradise
Chapelle de L'Artiste	3300 Inspiration Lane	Paradise
Concow Campground		County
Springs of Living Water	15850 Richardson Springs Road	County

PSE Associates Camp DeSabra		County
Quail Trails RV Park	5110 Pentz Road #2	County
PG&E Philbrook Campground		County
Cottage By The Creek		County
Cory's Country Inn	4673 Nord Hwy	County
A Riverside Cottage	45 Cabana Drive	County
Bambi Inn	7436 Humboldt Road	County
Dingerville USA	5813 Pacific Heights Road	County
The Outpost		County
Pine Ridge Park	5084 Pentz Road	County
Paradise Pines Campground		County
Almond Grove Mobile Park	567 E Lassen Ave #306	Chico
Falling Rock RV Park	3454 CA-70	County
Feather West Trailer Park	3922 Pentz Road	County
River Reflections Campground	4360 Pacific Heights Road	County
Riffles RV Resort & Campground	4514 Pacific Heights Road	County
Mount Vista RV Park		County

**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: PROFESSIONAL SERVICES AGREEMENT WITH HOLDREGE & KULL**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider a Professional Services Agreement (PSA) with the lowest responsible bidder, Holdrege & Kull, in the amount of \$23,704, for materials testing services for the Oro Dam Traffic Signals and Table Mountain Boulevard Roundabout Projects.

**BACKGROUND**

The above referenced Projects require materials testing in general conformance with the City's Quality Assurance Plan (QAP) for Federally Funded Highway Projects. QAP materials testing is required on highway projects funded with federal grants. Staff developed a materials testing bid schedule and released a Request for Bids on June 11, 2015. Two bids were received by the bid closing date, with the bid results summarized as follows:

<b>BID SUMMARY – QAP MATERIALS TESTING</b>	
<b>Bidder Name</b>	<b>Base Bid</b>
Holdrege & Kull	\$23,704
Applied Testing Services	\$27,885
Youngdahl Consulting Group	No Bid
CGI	No Bid

The low bidder for the materials testing work is Holdrege & Kull, Chico, CA. Staff has reviewed the prices in the bid schedule and determined that the bid prices are reasonable and competitive.

The majority of the budget for this Agreement is assigned to the roundabout project, which has been rescheduled for construction in the early spring of 2016. The materials testing services under the Agreement for the roundabout will not be initiated until the Council has approved a construction contract in the early spring of 2016.

**CG-13**

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

- Approve a PSA with Holdrege & Kull in the amount of \$23,704.
- Authorize a 5% contract contingency of \$1,185 to only be used for unanticipated and legitimate change orders.
- Defer the materials testing services for the roundabout project until the spring of 2016.

## **FISCAL IMPACT**

The cost for materials testing is fully reimbursable through the project grant for the Table Mountain Boulevard Roundabout Project. The small amount of materials testing required for the Oro Dam Boulevard Traffic Signals Project (approximately \$2,000) is subject to a 10% reimbursement match to be paid for using traffic impact fees:

Account No. 108-7000-7400 (Traffic Impact Fee Fund)

## **RECOMMENDATIONS**

1. Adopt Resolution No. 8433 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOLDREGE & KULL, IN THE AMOUNT OF \$23,704, FOR MATERIALS TESTING SERVICES FOR THE TABLE MOUNTAIN BOULEVARD ROUNDABOUT AND ORO DAM BOULEVARD TRAFFIC SIGNALS PROJECTS – (Agreement No. 3150).
2. Authorize a 5% contingency, not to exceed \$1,185.

## **ATTACHMENTS**

Resolution No. 8433  
Agreement No. 3150

**CITY OF OROVILLE  
RESOLUTION NO. 8433**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HOLDREGE & KULL, IN THE AMOUNT OF \$23,704, FOR MATERIALS TESTING SERVICES FOR THE ORO DAM BOULEVARD TRAFFIC SIGNALS AND TABLE MOUNTAIN BOULEVARD ROUNDABOUT PROJECTS**

**(Agreement No. 3150)**

**WHEREAS**, the City of Oroville has received formal bids for materials testing services for the Oro Dam Boulevard Traffic Signals and Table Mountain Boulevard Roundabout Projects (Projects); and

**WHEREAS**, Holdrege & Kull was the lowest responsive bidder for the Projects.

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

1. Holdrege & Kull is awarded the contract for the Projects in the amount of \$23,704.
2. The Mayor is hereby authorized and directed to execute an Agreement with Holdrege & Kull for the Projects. 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 October 6, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement is made and entered into as of October 6, 2015 by and between the **City of Oroville** ("City") and Holdrege and Kull ("Consultant").

### **RECITALS**

- A. The Consultant is specially trained, experienced and competent to provide materials testing services relating to the Table Mountain Boulevard Roundabout Project Oro and the Dam Boulevard and Orange Avenue Traffic Signal Projects Project (Projects) 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 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 services described on Exhibit "A" which is attached hereto and incorporated herein by reference.
- 2. Time of Performance. The services of Consultant shall commence upon execution of this Agreement and shall continue until the Project is completed to the satisfaction of the City.

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the Bid Schedule set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. For calls for inspection that require 3 hours or less per day of jobsite time, the City is willing to pay for 1 hour of travel time on top of the actual field hours spent on the jobsite. The City will not be compensating Consultant for travel time for daily assignments of 3 hours or more. **In no event shall Consultant's compensation exceed the amounts of \$23,704 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.
4. Method of Payment. Consultant shall submit monthly billings 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 this 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 three (3) 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 three (3) years, or for any longer period required by law, from the date of termination or completion of this 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 City Hall when its 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 the records and 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 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 indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including reimbursement of reasonable costs and expenses in connection therein), its negligent 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 negligence or willful misconduct of the City, its officers, agents, employees or volunteers. With regard to any claim alleging Consultant's negligent performance of professional services, Consultant's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder.
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 "B" 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:                      Rick Walls, Interim City Engineer  
    City of Oroville  
    1735 Montgomery Street  
    Oroville, CA 95965-4897

If to Consultant: Holdrege & Kull  
8 Seville Court, Suite 100  
Chico, CA 95928  
Attn: Shane Cummings

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. Assignment 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 nor 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 Butte County Superior Court or the United States District Court, Eastern District of California.
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 attorneys' fees.
26. 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.

27. 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.
28. 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.
29. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to

initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

By: \_\_\_\_\_  
Linda L. Dahlmeier, Mayor

By:  9/28/15  
Holdrege & Kull  
SHANE D. CUMMINGS

APPROVED AS TO FORM:

ATTEST:

By: \_\_\_\_\_  
Scott E. Huber, City Attorney

By: \_\_\_\_\_  
Donald Rust, Acting City Clerk

Attachments: Exhibit A – Materials Testing Bid Schedule  
Exhibit B - Insurance Requirements

EXHIBIT A

**BID SCHEDULE**

**QAP MATERIALS TESTING**

**Table Mountain Boulevard (TMB) Roundabout and  
Oro Dam Boulevard and Orange Avenue Traffic Signals Projects**

Bidder agrees to perform all of the work described in the contract documents and this bid form for the amounts shown in the "Bid Amount" column.

Holdrege & Kull Consulting Engineers & Geologists, 8 Seville Court, Suite 100, Chico, CA 95928, (530) 894-2487

Bidder's Company Name, Address and Phone Number

Shane D. Cummings, Operations Manager



June 25, 2015

Bidder's Title, Signature and Date

BID ITEM	ITEM DESCRIPTION	QTY	BID UNITS	UNIT PRICE	EXTENDED PRICE
1	Engineering Field Technician Straight Time	120	HR	\$ 105.00	\$ 12,600.00
2	Engineering Field Technician (Overtime/Weekend)	30	HR	\$ 135.00	\$ 4,050.00
3	Registered Engineer/Geologist	20	HR	\$ 150.00	\$ 3,000.00
4	D1557 – Compaction Curve	8	EA	\$ 205.00	\$ 1,640.00
5	CTM 202 – Sieve Analysis	6	EA	\$ 125.00	\$ 750.00
6	ASTM C39 – Concrete Compressive Strength	15	EA	\$ 38.00	\$ 570.00
7	CTM309 – Max Specific Gravity of Hot Mix Asphalt	2	EA	\$ 153.00	\$ 306.00
8	CTM308 – Bulk Density Hot Mix Asphalt	8	EA	\$ 36.00	\$ 288.00
9	CTM382 – Asphalt Binder Content (Ignition Method)	2	EA	\$ 150.00	\$ 300.00
10	Asphaltic Concrete Coring Machine	1	DAY	\$ 200.00	\$ 200.00
<b>TOTAL BID</b>					<b>\$ 23,704.00</b>

Notes to Bid Schedule:

1. The field labor rate for the engineering field technician includes the density testing of compacted aggregate base using a nuclear gauge. There shall be no direct hourly or daily rate for the use of the nuclear gauge. The cost for the nuclear gauge shall be included in the hourly rate for the engineering field technician.
2. The field labor rate for the engineering field technician includes the collection of concrete test specimens in test cylinders. There shall be no additional charges for the collection of concrete test specimens. The cost for the collection of concrete test specimens shall be included in the hourly rate for the engineering field technician.
3. The number of hours for the Registered Engineer/Geologist assumes 1 hour per week during the course of the projects for QA/QC oversight purposes.

## EXHIBIT B

### 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 Employee'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 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 occurrence.

#### ***Deductibles and Self-Insured Retentions***

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

satisfactory to the City 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 City, its officers, officials, employees and volunteers are to be covered as additional insured's 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 City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or 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 City.
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 City.

### ***Verification of Coverage***

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City 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  
COMMUNITY DEVELOPMENT DEPARTMENT (530) 538-2433**

**RE: ESTABLISHMENT OF A BOARD OF DIRECTORS FOR THE CITY OF  
OROVILLE MUSEUM AND CULTURAL FACILITIES FOUNDATION**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider seeking applications from individuals desiring to serve as a Director on the Board of the City Museums and Cultural Facilities Foundation (Foundation) for terms ranging from one to three years.

**BACKGROUND**

For the past few years, there has been discussion regarding moving the City Museums and Cultural Facilities Foundation into a 501.(c)(3) public benefit corporation. The City has applied for the California Franchise Tax Board and Internal Revenue Service non-profit designations. The Franchise Tax Board designation has been issued. Staff is requesting approval to begin seeking applications from individuals to serve on the Foundation's Board of Directors.

**DISCUSSION**

The purpose of modern museums is to collect, preserve, interpret, and display items of artistic, cultural, or scientific significance for the education of the public. The purpose can also depend on one's point of view. To a family looking for entertainment on a Sunday afternoon, a trip to a local history museum or cultural center could be a fun, and a way to spend the day. A healthy museum community can be seen as a gauge of the economic health of a city, a quality of life issue, and a way to increase awareness of its inhabitants on local history. To a museum professional, a museum might be seen as a way to educate the public about the museum's mission. Museums are, above all, storehouses of knowledge. In 1829, James Smithson's bequest, that would fund the Smithsonian Institution, stated he wanted to establish an institution "For the increase and diffusion of knowledge" from the Association of Leading Visitor Attractions, March 2015.

The intention of the City Museums and Cultural Facilities Foundation is to promote public awareness of Oroville's history and to educate the public on the importance of Oroville's role

in the history of California and the United States. Oroville's museums are proudly maintained and showcased by the City's volunteer docent group.

Typically Foundation Boards' are responsible for ensuring that funds are obtained and dispersed within the approved budget and guidelines. Board Members are comprised of volunteer Board members from all walks of life and experience who share a passion and commitment to supporting quality museums and cultural facilities in the community.

**FISCAL IMPACT**

No fiscal impact at this time.

**RECOMMENDATION**

Provide direction to staff, as necessary.

**ATTACHMENT**

None

**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 ROADWAY IMPROVEMENTS FOR WALMART  
SUPERSTORE PROJECT**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider the use of traffic impact fees, estimated at \$40,000, for the construction of additional curb, gutter and sidewalk improvements along the east side of Feather River Boulevard.

**BACKGROUND**

The adopted Conditions of Approval (COA) for the Walmart Superstore Project (Project) are dated November 10, 2010, and contain 95 individual conditions that govern the construction and City acceptance of both the onsite and offsite project improvements. The offsite conditions require new improvements (curbs, gutters, sidewalks, drainage and landscaping) along the project frontages. Earlier this year staff realized that existing sidewalks along the east side of Feather River Boulevard (FRB) terminate at the south boundary of the Oroville Cemetery, or approximately 275 feet north of the intersection of FRB and Cal Oak Road. Staff also realized that the project COA did not require Walmart to extend the existing sidewalk on the east side of FRB to the Cal Oak intersection.

Although this item of work was not identified during the development of the Project COA, it is staff's opinion that extending the existing sidewalk southward to the Cal Oak intersection is critically necessary to provide a safe and ADA compliant path of travel from Oro Dam Boulevard (from the existing Walmart) to the new Super Center. To resolve this important matter, staff has requested Walmart's engineer to conduct addition field surveying in order to add to the improvement plans the curb, gutter and sidewalk from the Oroville Cemetery. Staff proposes that the construction of these additional improvements would be paid for by the City with traffic impact fees and a reimbursement agreement with Walmart.

The added curb, gutter and sidewalk extension length is approximately 195 feet, and would terminate at the north end of a new bus shelter facility on the east side of FRB. The bus shelter and the sidewalk leading southward from the bus shelter to a new pedestrian ramp at the corner of FRB and Cal Oak, is a project condition and would be

paid for fully by Walmart. An Exhibit showing the location of the new sidewalk at the bus shelter is attached to this staff report.

### **FISCAL IMPACT**

Staff estimates the cost for the construction of 195 feet of curb, gutter and 6-foot wide sidewalk at \$40,000, to be paid for using traffic impact fees. The work would be completed by Walmart's offsite contractor, and the City would reimburse Walmart for the actual cost of the work. The work would be identified in Walmart's bid documents and bid schedule with a separate bid item to allow for this reimbursement:

Traffic Impact Fee Fund 107-7860-7400

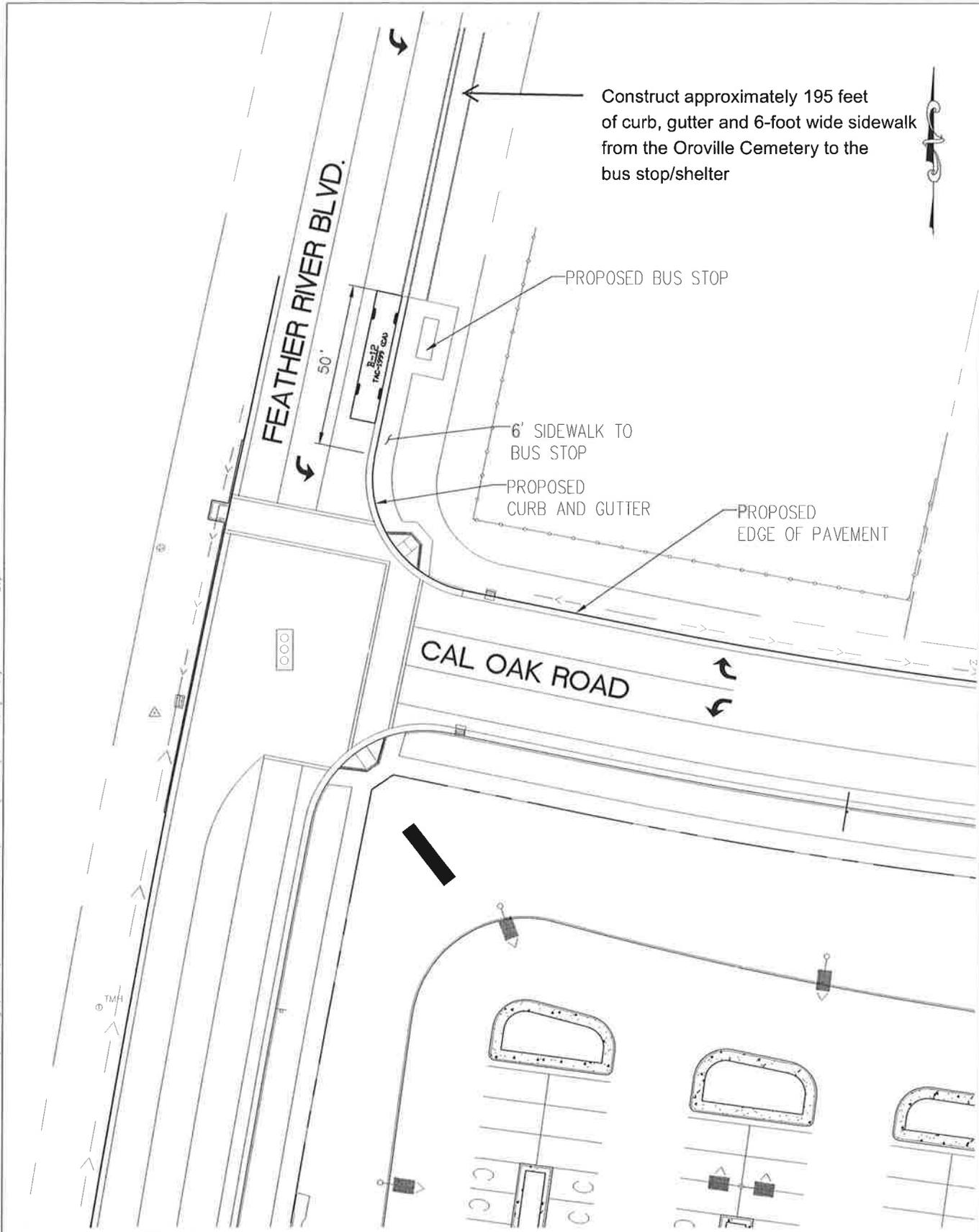
### **RECOMMENDATIONS**

Authorize the use of traffic impact fees to pay the actual cost of additional curb, gutter and sidewalk improvements for the Walmart Superstore Project, estimated at \$40,000.

### **ATTACHMENTS**

Exhibit A – Walmart Bus Shelter Exhibit

# EXHIBIT - A



Construct approximately 195 feet of curb, gutter and 6-foot wide sidewalk from the Oroville Cemetery to the bus stop/shelter

PROPOSED BUS STOP

6' SIDEWALK TO BUS STOP

PROPOSED CURB AND GUTTER

PROPOSED EDGE OF PAVEMENT

FEATHER RIVER BLVD.  
50'

CAL OAK ROAD

R:\California\Oroville\Grimes\Cal Oak Rd and Feather River Blvd\Drawings\Exhibit\2015-09-24 - Bus Stop Exhibit\Bus Stop Exhibit.dwg Sep 25, 2015 -- 2:16pm

**PACLAND**

3400 Douglas Blvd,  
Suite 275  
Roseville, CA 95661  
T (916) 771-9503  
F (916) 771-3545  
www.PacLand.com

STORE 1575-03  
OROVILLE, CALIFORNIA  
BUS STOP EXHIBIT

SCALE: 1" = 40'

DATE: 09-25-15

EXHIBIT

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR DAHLMEIER, COUNCIL MEMBERS AND  
DONALD RUST, ACTING CITY ADMINISTRATOR**

**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY**

**RE: PROFESSIONAL SERVICES AGREEMENT WITH PATRICK CLARK  
CONSULTING FOR LABOR NEGOTIATIONS WITH ALL  
ASSOCIATIONS OF THE CITY OF OROVILLE**

**DATE: OCTOBER 6, 2015**

**SUMMARY**

The Council may consider a Professional Services Agreement with Patrick Clark Consulting for Labor Negotiation Services.

**DISCUSSION**

The City of Oroville is currently in negotiations with the OCMA and will be entering into negotiations with the OFFA and the OPOA in 2016. In March of 2015, the Council was advised of a potential agreement with Patrick Clark Consulting (PC Consulting) for Labor Negotiation Services. Mr. Clark prepared an agreement and presented it to, then City Administrator, Randy Murphy. I have been unable to locate any record of this agreement coming back to Council for approval. It appears this agreement has been entered into *ultra vires*. I do not believe that the appropriate procedure was followed, and believe it is necessary for the Council and the Citizens of Oroville to be fully informed as to the action of local government.

The Agreement is necessary to ensure that the interests of the City of Oroville are fully represented and protected. Mr. Clark has many years of experience and is a well-respected Labor Negotiator. This Agreement is capped at \$10,000 and has an out clause by either party with a 30-day notice. Mr. Clark's hourly rate for services is \$160. Mr. Clark will reduce this hourly rate by half for all travel time necessary for contract negotiations for the duration of this Agreement. To date, the City has expended \$5,464 with PC Consulting. The current balance available for this Agreement is \$4,536. This amount is inadequate to accomplish the necessary negotiations. A time and material approach to this type of negotiations is more effective for all involved parties. The safe guard of 30-day notice is the necessary protection for the Council. It is further recommended that a monthly report be made to the Council regarding the status of all ongoing negotiations.

CC-16

## **FISCAL IMPACT**

Expenses for labor negotiations are provided for in the HR budget 001-7000-1300. We will need to monitor this budget and adjust if necessary during quarterly budget reviews.

## **RECOMMENDATION**

Adopt Resolution No. 8434 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH PATRICK CLARK CONSULTING FOR LABOR NEGOTIATION SERVICES RELATING TO ALL EMPLOYEE ASSOCIATIONS OF THE CITY OF OROVILLE - (Agreement No. 3115).

## **ATTACHMENT(S)**

Resolution No. 8434  
Agreement No. 3115

**CITY OF OROVILLE  
RESOLUTION NO. 8434**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH PATRICK CLARK CONSULTING FOR LABOR NEGOTIATION SERVICES RELATING TO ALL EMPLOYEE ASSOCIATIONS OF THE CITY OF OROVILLE**

**(Agreement No. 3115)**

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Patrick Clark Consulting for Labor Negotiation Services.
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 October 6, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Linda L. Dahlmeier, Mayor

APPROVED TO AS FORM:

ATTEST:

\_\_\_\_\_  
Scott E. Huber, City Attorney

\_\_\_\_\_  
Donald Rust, Acting City Clerk

AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
CITY OF OROVILLE  
AND  
PATRICK CLARK CONSULTING

This is an agreement between the City of Oroville (Hereinafter referred to as "CITY"), and Patrick Clark Consulting (Hereinafter referred to as "CONSULTANT"). In consideration of the services to be rendered, the sum to be paid and each and every covenant and condition contained herein, the CITY and CONSULTANT agree as follows:

**RECITALS**

A. CONSULTANT is specially trained, experienced and competent to perform the special services which will be required by this Agreement under the terms and conditions described herein.

B. CONSULTANT possesses the skill, experience, ability, background and knowledge to provide the services described in this Agreement under the terms and conditions described herein.

C. CITY desires to retain CONSULTANT to render professional services as set forth in this Agreement.

**AGREEMENT**

1. Definitions

A. "Labor Relations": Labor Relations includes, but is not limited to, activities such as those listed in Attachment A.

B. "Labor Relations Program": Any effort, or collection of efforts, focused on Labor Relations, as defined above.

2. TERM & TERMINATION of AGREEMENT - This agreement shall take effect March 1, 2015 and shall continue unless terminated by either party at any time with thirty (30) days written notice.

3. SERVICES TO BE PROVIDED BY CONSULTANT – CONSULTANT shall provide services listed in Attachment A. These services shall be collectively known as “CONSULTANT Advisory Services.” Attachment A services shall be strictly interpreted to exclude any work that might be construed to constitute legal analysis, advice, or services. The parties acknowledge that CONSULTANT is a non-lawyer labor relations consultant. Therefore (a) CONSULTANT shall provide no legal analysis, advice, or services to CITY, pursuant to this Agreement; (b) none of the services listed in Attachment A, or the analysis, advice, or services in fact provided by CONSULTANT, pursuant to this Agreement, shall be construed or relied upon by CITY as legal analysis, advice, or services; and (c) CITY shall be responsible for separately employing or contracting lawyer(s) for all CITY’s needed legal analysis, advice, and services, including review and approval of all final contract language prior to adoption by the City Council.
  
4. COMPENSATION –
  - a. Compensation rates as are set forth in Attachment B and incorporated herein by this reference.
  
  - b. At or near the end of each month, CONSULTANT shall submit to CITY an invoice for services provided during the preceding month. The invoice shall include a brief description of the work performed, the dates of work, number of hours worked and payment. CITY shall pay the invoice within 30 days of its receipt.
  
  - c. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of Ten Thousand Dollars (\$10,000.00) unless specifically approved in advance and in writing by CITY.
  
5. DISCLAIMER OF GUARANTEE - CONSULTANT shall perform all work hereunder in a manner consistent with the level of due diligence normally observed by a person practicing as a non-lawyer labor relations consultant. However, nothing in this Agreement and nothing in CONSULTANT’s statements to CITY should be construed as a promise or guarantee about outcomes, completion time, or total fees. CONSULTANT makes no such promises or guarantees. CONSULTANT’s comments about such topics are expressions of opinions only. Actual outcomes, time required, and fees due (other than hourly rate, in accordance with Section 3 and Attachment B) may vary from any estimates given.

6. STATUS OF RELATIONSHIP – It is the intent of both parties under this agreement that CONSULTANT, its agents and employees, shall be independent contractors and not employees of the CITY. This agreement absolutely excludes any employee-employer relationship between the parties to this agreement.
7. INDEMNIFICATION – Each party shall indemnify the other as follows: Indemnitor shall defend, indemnify, save and hold harmless Indemnitee, its officers, agents, and employees against any and all costs, losses, liabilities, expenses (including reasonable attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with any claims arising out of the performance of this Agreement, unless the claim arises from the gross negligence or willful misconduct of Indemnitee as determined by a court or other forum of competent jurisdiction. The Indemnitor's duty to defend, indemnify, save and hold harmless Indemnitee shall arise immediately upon tender of any matter or claim potentially covered by the Indemnitor's obligation to defend, indemnify, and save and hold harmless Indemnitee under this Agreement.

This provision shall be in addition to any rights to defense, being held harmless, and/or indemnification that Indemnitee may have under the law and shall survive and remain in effect following the termination of this Agreement. Should any part of this provision be determined to be unenforceable, the parties agree that the remainder of the provision shall apply to the maximum extent permitted by law.

However, CONSULTANT's services under this Agreement include professional services associated with the CITY's Labor Relations Program (as that term is defined in Section 1 of this Agreement) with its employees and their bargaining agents. The parties understand that Labor Relations involve an inherent and significant risk of conflict and legal dispute.

Therefore, it is not the intention of the parties to shift from CITY to CONSULTANT any responsibility for the defense of the CITY Labor Relations Program and, in the absence of gross negligence, intentional misconduct or actual malice by CONSULTANT or its officers, agents and employees, and notwithstanding any other provision of this Section, City shall be solely responsible for funding the defense of any suit and paying any other claim arising from any Labor Relations Program.

8. Insurance.
  - a. CONSULTANT, at CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies.

- i. Workers' Compensation Coverage. CONSULTANT shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees, if any, in accordance with the laws of the State of California. In addition, CONSULTANT shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation of all Workers' Compensation policies must be received by CITY at least thirty (30) days prior to such change. CONSULTANT shall provide thirty (30) days written notice of nonrenewal of any Workers' Compensation policies. The insurer shall agree to waive all rights of subrogation against CITY, its officers, agents, employees and volunteers for losses arising from work performed by CONSULTANT for CITY. ii. Commercial General Liability Coverage. CONSULTANT shall maintain commercial general liability insurance no less broad than ISO form CG 00 01 in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
  - ii. Automobile Liability Coverage. CONSULTANT shall maintain automobile liability insurance of- \$500,000.00 and Umbrella Policy - \$500,000.00 (Combined \$1,000,000.00 coverage).
  - iii. Professional Liability Coverage. CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from CONSULTANT or by its employees, or subcontractors. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit per occurrence basis.
- b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a AM Best's rating of no less than A:VII and shall name the CITY as an additional insured
  - c. Deductibles and Self-Insured Retentions. The CONSULTANT shall be responsible for all deductibles in all of CONSULTANT's insurance policies.

- d. Certificates of Insurance. CONSULTANT shall provide certificates of insurance with original endorsements to CITY as evidence of the insurance coverage required herein. CONSULTANT shall not commence work under this contract until all insurance required under this section has been approved by CITY as to form, amount and carrier, nor shall CONSULTANT allow any subcontractor to commence work on any subcontract until all similar insurance required and reasonably consistent limits of the subcontractor has been so obtained and approved.

9. DISPUTE RESOLUTION –

- a. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Contract shall be submitted to Judicial Arbitration & Mediation Services, Inc. (JAMS), or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the arbitration clause set forth above. Either party may commence mediation by providing to JAMS and the other party a written request for mediation setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The provisions of this Mediation and Arbitration of Disputes provision may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses,

Including attorneys' fees, to be paid by the party against whom enforcement is ordered.

- b. Subject to subsection (a) above, any dispute, claim or controversy arising out of or relating to this Contract or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Sacramento before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Each party shall pay one-half of all arbitration costs with the understanding that the arbitrator may, in the award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party. Judgement on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

10. ATTORNEYS' FEES – In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement or the interpretation, performance, or breach thereof, the prevailing party shall be entitled to recover from the other party reasonable fees and expenses (including attorneys' fees) and costs incurred therein or in the enforcement or collection of any judgement or award rendered therein.

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Patrick Clark, Consultant

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DATE

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Linda L. Dahlmeier, Mayor

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DATE

## ATTACHMENT A

### SCOPE OF WORK

The Scope of Work for this Agreement includes, without limitation, the following tasks:

1. Under the direction of the City Administrator and/or a duly authorized designee, serving as the CITY's Chief Labor Negotiator.
2. Under the direction of the City Administrator and/or a duly authorized designee, and in consultation with City Council, create the guidelines and parameters for ensuing discussions with the CITY's recognized employee group(s).
3. In cooperation with the City Administrator and/or a duly authorized designee, and without limitation the City Council, developing guidelines, proposals, counterproposals, strategies, financial information as are necessary to negotiations.
4. At the direction of the City Administrator and the City Council, drafting the contractual language for tentative agreement statements, where final contract language shall be reviewed and approved by CITY Attorney prior to adoption by the City Council.

## ATTACHMENT B

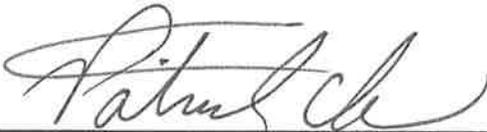
### APPROVED FEE SCHEDULE

- Consultant's rate is \$160.00 per hour, billed in increments of 15 minutes.
- Drive time shall be billed at one half (1/2) Consultant's hourly rate, billed in increments of 15 minutes.
- With 30 days notice Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally.

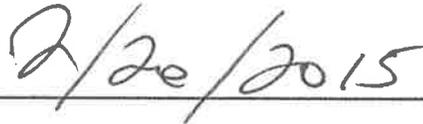
ATTACHMENT C  
CERTIFICATE OF EXEMPTION FROM  
WORKERS' COMPENSATION INSURANCE

Patrick Clark Consulting has no employees at this time. I shall not employ any person in any manner so as to become subject to the Worker's Compensation Laws of the State of California.

Executed on this 20th day of February, at Sacramento, California.



Patrick Clark, Consultant



Date

## Jamie Hayes

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**From:** James Lau <jlau@calwater.com>  
**Sent:** Tuesday, September 22, 2015 1:10 PM  
**To:** Linda Dahlmeier  
**Cc:** truggle@calwater.com; CityAdministrator  
**Subject:** Cal Water - August Water Conservation for the Oroville District

Dear Mayor Dahlmeier,

Cal Water recently reported water usage data for our Oroville District, which includes the City of Oroville, to the State Water Resources Control Board.

For the month of August, our Oroville District reduced its water consumption by 27.5% when compared to August 2013. As a reminder, the Oroville District has a cumulative water reduction requirement of 28%, which must be met by the end of February 2016, per Governor Brown's Executive Order. Cumulatively, for the past three months, the Oroville District has reduced its water use by 30.4% compared to the same period in 2013.

If you have any questions or if we can do anything else to help the City of Oroville reduce its water use, please contact Toni Ruggle, Oroville's District Manager, at 530-533-7942 or [truggle@calwater.com](mailto:truggle@calwater.com).

### James Lau

Government Relations Associate  
**CALIFORNIA WATER SERVICE**



**Quality. Service. Value.**  
[calwater.com](http://calwater.com)

This e-mail and any of its attachments may contain California Water Service Group proprietary information and is confidential. This e-mail is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this e-mail, please notify the sender immediately by replying to this e-mail and then deleting it from your system.



**Butte County Administration** Paul Hahn, Chief Administrative Officer

25 County Center Drive, Suite 200  
Oroville, California 95965

T: 530.538.7631  
F: 530.538.7120

[buttecounty.net/administration](http://buttecounty.net/administration)

*Members of the Board*

*Bill Connelly | Maureen Kirk | Steve Lambert | Doug Teeter | Larry Wahl*

September 16, 2015

City of Oroville  
SEP 23 2015  
Administration

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

**RE: Butte County Jail Impact Fees**

Dear Mr. Rust,

As of September 15, 2015, Butte County has entered into agreements with all of the Butte County jurisdictions for the collection of Development Impact Fees for Jail Facilities. We appreciate the support that you and your Council provided during the jail impact fee consideration process. The purpose of this letter is to provide details on the collection and transfer process for the fees.

**Collection**

Per Section VI of the Agreement, collection of the Development Impact Fee for Jail Facilities shall begin 60 days from the date that agreements are entered into with the City of Chico, City of Oroville, Town of Paradise, City of Gridley, and City of Biggs. As of September 15, 2015 all agreements have been executed. Therefore, collection shall begin on November 14, 2015. Since November 14<sup>th</sup> is a Saturday, actual **collection will begin Monday, November 16, 2015.**

**Transfer Dates**

Section IV of the Agreement notes that funds collected shall be transferred to the County on a quarterly basis beginning after the close of the first entire quarter following the enacting of fee collection. Therefore, the first transfer shall be made to the County on April 30<sup>th</sup> for all collections through March 31, 2016. Moving forward, and for the 10 year period covered by the Agreement, the following table details the collection dates and corresponding transfer dates to the County:

Collection Quarter	Transfer Date
January 1 – March 31	April 30
April 1 – June 30	July 30
July 1 – September 30	October 30
October 1 – December 31	January 30

**Transfer Details**

In order to assist us with the tracking of fees collected, we would appreciate the attached sheet be included with each quarterly payment. Payment checks may be sent to:

Butte County Administration  
ATTN: Jail Impact Fees  
25 County Center Drive, Suite 200  
Oroville, CA 95965

If you have any questions about the fee collection process, please feel free to contact Rob Freitas, Principal Management Analyst at 530-538-7033 or [rfreitas@buttecounty.net](mailto:rfreitas@buttecounty.net).

Sincerely,



Jennifer Macarthy  
Deputy Administrative Officer

cc: Rob Freitas, County of Butte – Principal Management Analyst

**Quarterly Butte County Jail Impact Fee Summary**

City of Oroville

Quarter Ending (ex: March 31, 2015)

<b>Dwelling Type</b>	<b>Units Collected</b>	<b>Fee</b>	<b>Subtotal</b>
Single-Family		455.89	0.00
Multifamily		363.63	0.00
Mobile Home		372.22	0.00
<b>Total Collections for Quarter</b>			<u>0.00</u>