



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Regular Meeting

OCTOBER 20, 2015
CLOSED SESSION 5:00 P.M.
OPEN SESSION 6:00 P.M.
AGENDA

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 18 – 24, 2015* as *Freedom from Workplace Bullies Week*

Presentation by *Butte County Water & Resource Conservation* relating to the *2014 Groundwater Sustainability Act*

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 OCTOBER 6, 2015 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Community Development Department:

2. **STREAMLINE SOLAR PERMITTING** – staff report
The Council may 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. **(Gary Layman, Chief Building Official and Donald Rust, Director of Community Development)**

Council Action Requested: **Waive the second reading and adopt 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.**

Business Assistance & Housing Department:

3. **NEW HVAC CONDENSER UNIT AT ATC BUILDING** – staff report

The Council will receive information regarding the replacement of the HVAC condenser unit at the Advanced Technology Center (ATC) building. **(Amy Bergstrand Management Analyst III and Donald Rust, Director of Community Development)**

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

4. **2016 ANNUAL LONG-TERM MONITORING REPORTS FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS** – staff report

The Council may consider a Professional Services Agreement with R.L. Hastings & Associates, LLC, in the amount of \$8,000, for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for multi-family rental housing projects. **(Amy Bergstrand Management Analyst III and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8435 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R.L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$8,000, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR MULTI-FAMILY RENTAL HOUSING PROJECTS – (Agreement No. 3151).**

Administration Department:

5. **SUPPLEMENTAL BENEFITS FUND FUNDING AGREEMENT WITH FEATHER RIVER RECREATION AND PARK DISTRICT** – staff report

The Council, serving as the Supplemental Benefits Fund Administrator, may consider a Funding Agreement, in the amount of \$50,000, with Feather River Recreation and Park District for partial funding of a children's play structure near the north fields of Riverbend Park. **(Bob Marciniak, SBF Program Specialist and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8436 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, SERVING AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND FEATHER RIVER RECREATION AND PARK DISTRICT, IN THE AMOUNT OF \$50,000, FOR CONSTRUCTION OF A CHILDREN’S PLAY STRUCTURE NEAR THE NORTH FIELD OF RIVERBEND PARK – (Agreement No. 3152).**

6. SUPPLEMENTAL BENEFITS FUND FUNDING AGREEMENT WITH THE OROVILLE VETERANS’ MEMORIAL PARK COMMITTEE – staff report

The Council, serving as the Supplemental Benefits Fund Administrator, may consider a Funding Agreement, in the amount of \$112,000, with the Oroville Veterans’ Memorial Park Committee for phased improvements at the Oroville Veterans’ Memorial Park for all of Butte County. **(Bob Marciniak, SBF Program Specialist and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8437 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, SERVING AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND OROVILLE VETERANS’ MEMORIAL COMMITTEE, IN THE AMOUNT OF \$112,000, FOR PHASED IMPROVEMENTS AT THE OROVILLE VETERANS’ MEMORIAL PARK – (Agreement No. 3153).**

7. SUPPLEMENTAL BENEFITS FUND FUNDING AGREEMENT WITH THE UPSTATE COMMUNITY ENHANCEMENT FOUNDATION – staff report

The Council, serving as the Supplemental Benefits Fund Administrator, may consider a Funding Agreement, in the amount of \$30,000, with the Upstate Community Enhancement Foundation to provide Event Coordination Services for 2016. **(Bob Marciniak, SBF Program Specialist and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8438 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, SERVING AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND THE UPSTATE COMMUNITY ENHANCEMENT FOUNDATION, IN THE AMOUNT OF \$30,000, TO PROVIDE EVENT COORDINATION SERVICES FOR 2016 – (Agreement No. 3154).**

Finance Department:

8. ATTENDANCE TO FINANCE OFFICERS CONFERENCES – staff report

The Council may consider the expenditure of \$3,814, for City related business travel for the Finance Director to attend the annual California Society of Municipal Finance Officers and the Government Finance Officers Association Conferences. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the expenditure of \$3,814, for City related business travel for the Finance Director to attend the annual California Society of Municipal Finance Officers and the Government Finance Officers Association Conferences.**

PUBLIC HEARINGS - None

REGULAR BUSINESS

Business Assistance and Housing Development Department:

9. **AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH HARVEST ACCOUNTING AND MANAGEMENT SYSTEMS** – staff report

The Council may consider an Amendment to the Professional Services Agreement with Harvest Accounting and Management Systems for Business Technical Assistance Consulting Services, and to carryover of the current contract balance of \$24,525. **(Rick Farley, Enterprise Zone and Business Assistance Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8439 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARVEST ACCOUNTING AND MANAGEMENT SYSTEMS, INC., EXTENDING THE AGREEMENT TERM TO JUNE 30, 2015 AND TO CARRY OVER A BALANCE OF \$24,525 – (Agreement No. 1857-7).**

Finance Department:

10. **1ST QUARTERLY BUDGET REVIEW – JULY 1 THROUGH SEPTEMBER 30, 2015** – staff report

The Council may consider the 1st Quarter Budget review and adjustments relating to July 1 – September 30, 2015. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the 1st Quarter Budget review and adjustments, as indicated in the October 20, 2015 staff report.**

11. **YEAR END RESULTS FOR YEAR ENDED JUNE 30, 2015** – staff report

The Council will receive information regarding the projected surplus for the year-end, June 30, 2015. **(Ruth Wright, Director of Finance)**

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

12. **SENIOR ACCOUNTANT TECHNICIAN POSITION AND JOB DESCRIPTION** – staff report

The Council may consider the recruitment and approval of a job description for a Senior Accountant Technician position for the Finance Department. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the recruitment of Senior Accountant Technician position and approve the corresponding job description.**

13. **MONTHLY FINANCIAL REPORT FOR SEPTEMBER 2015** – report attached

The Council will receive a copy of the Monthly Financial Report for September 2015. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Acknowledge receipt of the September 2015 Monthly Financial Report.**

SUCCESSOR AGENCY - None

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

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

CORRESPONDENCE - None

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 54956.95, the Council will meet with the Acting City Administrator and City Attorney relating to Worker's Compensation Claim No. NCWA-556254.
2. Pursuant to Government Code section 54956.9(a), the Council will meet with the Acting City Administrator, City Attorney and Counsel relating to existing litigation: WGS Dental, et al, v. City of Oroville, et al. Butte County Superior Court, Case No. 152036, Third District Court of Appeals, Case No. C 077181.
3. 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, November 3, 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
OCTOBER 6, 2015 – 5:00 P.M.**

The agenda for the October 6, 2015, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Friday, October 2, 2015, at 2:25 p.m.

The October 6, 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:

Donald Rust, Director of Community Development
Jamie Hayes, Assistant City Clerk
Rick Walls, Interim City Engineer
Ruth Wright, Director of Finance
Bob Marciniak, SBF Program Specialist
Gil Zarate, Police Lieutenant

Bill LaGrone, Director of Public Safety
Karolyn Fairbanks, Treasurer
Dean Hill, Jr. Assistant Fire Chief
Allen Byers, Assistant Police Chief
Gary Layman, Chief Building Official
Chris Nicodemus, Police Lieutenant

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

PROCLAMATION / PRESENTATION

Mayor Dahlmeier presented Cindy Hawthorne, Catalyst Domestic Violence Services, with a Proclamation recognizing October 2015, as "Domestic Violence Awareness Month".

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

Casey Hatcher – Item No. 12
Sandy Linville – Item No. 12

Bruce Spangler – Item No. 12

CONSENT CALENDAR

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

- 1. APPROVAL OF THE MINUTES OF SEPTEMBER 15, 2015 REGULAR MEETING OF THE**

OROVILLE CITY COUNCIL – minutes attached

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

3. PUBLIC AUTHORITY AGGREGATE WATER BUDGET PROGRAM – staff report

The Council considered 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 considered 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 were 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 considered 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).**

The motion was passed by the following vote:

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

ITEMS REMOVED FROM THE CONSENT CALENDAR

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

The Council considered 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)**

This item was removed from the Consent Calendar at the request of Council Member Hatley, for additional commentary.

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

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

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

PUBLIC HEARINGS

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

The Council considered 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)**

Mayor Dahlmeier opened the public hearing. Hearing no comments or questions from the audience, the public hearing was closed.

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

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.

The motion was passed by the following vote:

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

REGULAR BUSINESS

8. AGREEMENT WITH RICK CARPENTER ROOFING – staff report

The Council considered 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)**

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

Direct staff to return to Council with an Agreement with Rick Carpenter Roofing, in the amount of \$5,670, for the State Theatre Roof Repairs Project.

The motion was passed by the following vote:

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

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

The Council considered 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)**

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

1. **Approve a 50% fee waiver of the prorated charges, in the amount of \$807.50, for use of the Municipal Auditorium on December 4 - 6, 2015, with a requirement for the \$500 refundable security deposit; and**
2. **Direct staff to assist the Oroville Ophir Lions Club in locating a preferred City-owned building to utilize, at little or no cost, for three monthly meetings per month and return to Council with an update.**

The motion was passed by the following vote:

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

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

The Council considered 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)**

Following discussion, the Council declined the request made by the Oroville Union High School District to utilize the City Council Chambers for their bi-monthly board meetings.

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 considered 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 Member Hatley and Vice Mayor Wilcox recused themselves from this item due to possible conflicts of interest.

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

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

The motion was passed by the following vote:

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

12. BUTTE COUNTY TOURISM BUSINESS IMPROVEMENT DISTRICT – staff report

The Council considered 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)**

Casey Hatcher, Butte County Principle Management Analyst, Bruce Spangler, Holiday Inn Express General Manager and Sandy Linville, Oroville Area Chamber of Commerce President/CEO, provided a presentation and answered questions for the Council.

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

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.

The motion was passed by the following vote:

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

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

The Council considered 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)**

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

- 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
ROUNABOUT PROJECTS – (Agreement No. 3150); and**

2. Authorize a 5% contingency, not to exceed \$1,185.

The motion was passed by the following vote:

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

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

The Council considered 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)**

Following discussion, the Council directed staff to begin seeking applications from individuals desiring to serve as a Director on the Board of City Museums and Cultural Facilities Foundation and to return to Council within 120 days for further direction.

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

The Council considered 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)**

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

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.

The motion was passed by the following vote:

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

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

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

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

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).

The motion was passed by the following vote:

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

SUCCESSOR AGENCY - None

MAYOR/ COUNCIL REPORTS

Council Member Pittman gave a brief report relating to Assembly Bill No. 2 (AB 2) relating to Community Revitalization Authority.

Mayor Dahlmeier appointed Council Member Simpson and herself to serve on the City's Health Insurance Review Committee.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

Bill LaGrone, Director of Public Safety, gave a brief update relating to the implementation of the City's Municipal Law Enforcement Program, which is currently being conducted within the project timelines and under the projected budget.

Mr. LaGrone also advised the Council that the Agreement between the City of Oroville and the Northwest Society for the Prevention of Cruelty to Animals (NW SPCA) did include stand-by pay, in the amount of \$695 per month, relating to the Animal Control Services.

Donald Rust, Director of Community Development Services, advised the Council of a potential crude oil by rail proposal, currently being reviewed by the federal government, to utilize the Feather River Canyon to transport Valero Crude Oil Units.

CORRESPONDENCE

- California Water Service Company, received September 22 , 2015
- Butte County Administration, received September 23, 2015

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

Ron Scharbor invited the Council to attend and/or participate with the American Legion's Annual Dinner and Dance event, to be held on Saturday, October 10, 2015 at the Veteran's Memorial Building.

Eric McDonald introduced a potential business plan relating to family entertainment to the Council.

Alan Cartwright spoke to the Council in regards to City trees.

CLOSED SESSION

The Council held 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.

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

ADJOURNMENT

The meeting was adjourned at 8:36 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, October 20, 2015, at 5:00 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: EXPEDITED PERMITTING PROCEDURES FOR SMALL RESIDENTIAL
ROOFTOP SOLAR ENERGY SYSTEMS (2nd Reading)**

DATE: OCTOBER 20, 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 second 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 October 20, 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
OFFICE OF THE CITY CLERK
1735 MONTGOMERY STREET • OROVILLE, CA 95965-4897

530-538-2535
Fax 530-538-2468

PUBLIC NOTICE
CITY OF OROVILLE
ORDINANCE NO. 1810
ORDINANCE AMENDMENT (OROVILLE MUNICIPAL CODE CHAPTER 21-1)

NOTICE IS HEREBY GIVEN that on Tuesday, October 20, 2015, the City of Oroville City Council may consider the adoption of an amendment to Section 21-1 of the Oroville Municipal Code relating to the City's Streamlining Solar Permitting.

The amendment to Section 21-1 relates to the expedited permitting procedures for small residential rooftop solar energy systems.

Additional information regarding the Amendment described in this notice can be obtained from the Oroville City Clerk at 1735 Montgomery Street, Oroville, CA.

Posted: October 8, 2015
Published: October 10, 2015



**OROVILLE CITY COUNCIL
AGENDA STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III;
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

RE: NEW HVAC CONDENSER UNIT AT ATC BUILDING

DATE: OCTOBER 20, 2015

SUMMARY

The Council will receive information regarding the replacement of the HVAC condenser unit at the Advanced Technology Center (ATC) building.

DISCUSSION

On September 15, 2015, the HVAC condenser unit at the ATC building was replaced and a secondary emergency shut-off switched and wiring installed in the amount of \$3,950. The warranty on the unit is a 5-year manufacturer's warranty and a 1-year warranty for labor.

The old condensing unit was beyond repair and staff deemed the replacement would be more cost-effective than replacing the complete HVAC unit at this time. The current HVAC unit has approximately 5 remaining years of life and would cost approximately \$15,000. By replacing only the condensing unit, staff will have the opportunity to set aside funds over the next 5 years to cover the replacement of the entire unit.

FISCAL IMPACT

There are funds available in:

Public Works Mfg. Development Ctr Fund 440-7510-8600

RECOMMENDATION

For informational purposes only.

ATTACHMENT

None.

CC-3

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III;
DONALD RUST, COMMUNITY DEVELOPMENT DIRECTOR**

**RE: 2016 ANNUAL LONG-TERM MONITORING REPORTS FOR
HOME MULTI-FAMILY RENTAL HOUSING PROJECTS**

DATE: OCTOBER 20, 2015

SUMMARY

The Council will consider an agreement with R.L. Hastings & Associates, LLC, in the amount of \$8,000, for the preparation of HOME Investment Partnerships Program annual monitoring documentation reports for multi-family rental housing projects.

DISCUSSION

The City of Oroville, as a State recipient, is responsible to State Department of Housing and Community Development (HCD) for long-term monitoring of HOME-assisted rental projects for the entire period of affordability. HCD, as a participating jurisdiction, is responsible to HUD to ensure that State Recipients are monitoring appropriately for continued compliance with federal and state regulations. Any State Recipient which fails to maintain the affordability requirements for HOME-assisted rental housing projects will be required to repay the Department in full (including any required interest). The City, as a State Recipient, must have sufficient written policies and procedures to monitor HOME-assisted rental projects to ensure continued compliance with federal regulations and must:

- Confirm that the monitoring staff is following established policies and procedures; and
- Verify that monitoring, recordkeeping, and retention is in compliance with the HOME Final Rule.

In order to comply with the long-term monitoring of the City's FOUR grant funded multi-family rental projects (Oroville Manor, Grant No. 03-HOME-0684; Oroville Family Housing, Grant No. 94-HOME-0102 and Hillview Ridge I, Grant No. 06-HOME-2407 AND Hillview Ridge II, Grant No. 08-STBG-4482), the City staff requested quotes from six (6) organizations; receiving only two (2).

CC-4

Consultant	Quote Amount
R. L. Hastings and Associates, LLC	\$8,000
Laurin and Associates	\$8,860

Staff recommends entering into an agreement with R. L. Hastings & Associates, LLC, to provide the services of documenting the monitoring and submitting the reports to HCD on the City's behalf, with errors and omissions insurance waived.

FISCAL IMPACT

Funding is available in the HOME Grant Funds Account No. 149-7000-8572 and HOME Program Income Account No. 455-7000-8455, in the amount of \$8,000.

RECOMMENDATION

Adopt Resolution No. 8435 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$8,000, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS - (Agreement No. 3151).

ATTACHMENTS

Resolution No. 8435
 Agreement No. 3151

**CITY OF OROVILLE
RESOLUTION NO. 8435**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH R.L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$8,000, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS

(Agreement No. 3151)

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

- a. The Mayor is hereby authorized and directed to execute an agreement between the City of Oroville and R. L. Hastings & Associates, LLC. A copy of the Agreement is attached hereto as Exhibit "A."
- b. 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 20, 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 cClerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **October 20, 2015** by and between the **City of Oroville**, a municipal corporation ("City") and **Roy L. Hastings & Associates, LLC, 1765 Carson Rd., Placerville, CA 95667**("Consultant").

RECITALS

- A. Consultant is specially trained, experienced and competent to provide the services 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; and
- C. City desires to retain Consultant to prepare HOME Investment Partnerships Program annual monitoring documentation reports for multi-family rental housing projects.

AGREEMENT

1. SCOPE OF SERVICES. The Consultant shall furnish the following services in a professional manner:

Consultant shall complete the Annual Home Project Compliance Report for Assisted Rental Projects: 1) Housing Authority of Butte County, Hammon Park (50 units), 2) HPD Oroville Manor, CA LP, Oroville Manor (71 units) and Hillview Ridge 1 (71 units), 4) Hillview Ridge II (51 units).

The Scope of Work entails the completion of all required documentation including the following six (6) documents for each project and their submittal on behalf of the City of Oroville to the California Department of Housing and Community Development by March 1, 2016:

Agreement No. 3151

- The Original Annual Monitoring Report;
 - A Copy of the Annual Project Compliance Report;
 - A Copy of a completed Form HUD-52667 "Allowances for Tenant Furnished Utilities and Other Services";
 - A Copy of the last long-term monitoring Summary Letter
 - A Copy of the last long-term monitoring Clearance Letter;
 - A Copy of the Annual Affirmative Marketing Analysis Report.
2. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall be completed by June 30, 2016.
 3. COMPENSATION. Compensation to be paid to Consultant is set forth as follows: In no event shall Consultant's compensation exceed the amount of Six Thousand Dollars (\$8,000.00). 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 invoice to City describing the work performed. Consultant's invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the 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 as provided in section 1 or 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.

Agreement No. 3151

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. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee

Agreement No. 3151

of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

11. CONSULTANT'S BOOKS AND RECORDS.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of four (4) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of 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

Agreement No. 3151

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.

12. 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.

13. 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:

1. 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

Agreement No. 3151

2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
14. 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 under this Agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.
15. 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.
16. 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.
17. 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,

Agreement No. 3151

agents, employees or volunteers.

18. INSURANCE REQUIREMENTS. Consultant, is documenting the monitoring and submitting the reports to Housing and Community Development (HCD, on the city's behalf, therefore the City is waiving the errors and omissions insurance.
19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant:

**R.L. Hastings & Associates LLC
1765 Carson Rd.
Placerville, CA 95667**

20. 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.
21. 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.
22. 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
Agreement No. 3151

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.

23. 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.
 24. 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.
 25. 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.
 26. 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.
 27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing
- Agreement No. 3151**

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.

28. 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.
29. 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.
30. 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
- Agreement No. 3151**

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.

31. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable **Agreement No. 3151**

rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

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

34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed,
Agreement No. 3151

sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

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

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any **Agreement No. 3151**

other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

36. COMPLIANCE WITH LABOR CODE OF STATE OF CALIFORNIA Pursuant to the provisions of Section 3700 of the Labor Code, Consultant will require every employer to be insured against liability for workman's compensation, or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the work of a particular agreement. Furthermore, Consultant shall also provide evidence of workmen's compensation insurance, unemployment insurance and disability insurance to cover all of Consultant's employees.

37. THE CIVIL RIGHTS ACT, HCD, AGE DISCRIMINATION AND REHABILITATION ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under **Agreement No. 3151**

any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

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

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other **Agreement No. 3151**

agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or subcontractor. **Agreement No. 3151**

applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

CITY OF OROVILLE

Linda L. Dahlmeier, Mayor

CONSULTANT

Roy L. Hastings, Principal

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST;
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: SUPPLEMENTAL BENEFITS FUND FUNDING AGREEMENT
WITH FEATHER RIVER RECREATION AND PARK DISTRICT**

DATE: OCTOBER 20, 2015

SUMMARY

The Council, serving as the Supplemental Benefits Fund Administrator, may consider a Funding Agreement, in the amount of \$50,000, with Feather River Recreation and Park District (FRRPD) for partial funding of a children's play structure near the north fields of Riverbend Park.

DISCUSSION

At a Special meeting of the SBF Steering Committee, the Committee approved to provide funds in the amount of \$50,000 with a 50% matching funds (in-kind or cash) to assist with the building of a children's play structure near the north fields of Riverbend Park. The anticipated total cost of the project is \$130,000.

FISCAL IMPACT

SBF funding is provided by a contract with the California Department of Water Resources. There is no impact to the General Fund.

Increase SBF Revenue:	190 – 4490	\$50,000
Increase SBF Expenditures	190 – 7000	\$50,000

RECOMMENDATION

Adopt Resolution No. 8436 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, SERVING AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND FEATHER RIVER RECREATION AND PARK DISTRICT, IN THE AMOUNT OF \$50,000, FOR CONSTRUCTION OF A CHILDREN'S PLAY STRUCTURE NEAR THE NORTH FIELD OF RIVERBEND PARK – (Agreement No. 3152).

ATTACHMENTS

Resolution No. 8436
Agreement No. 3152

**CITY OF OROVILLE
RESOLUTION NO. 8436**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND FEATHER RIVER RECREATION AND PARK DISTRICT, IN THE AMOUNT OF \$50,000, FOR CONSTRUCTION OF A CHILDREN'S PLAY STRUCTURE NEAR THE NORTH FIELD OF RIVERBEND PARK

(Agreement No. 3152)

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

1. The Mayor is hereby authorized and directed to execute a Funding Agreement between the City of Oroville, serving as the Supplemental benefits Fund Administrator, and Feather River Recreation and Park District, in the amount of \$50,000.
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 20, 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 BETWEEN CITY OF OROVILLE AND THE FEATHER RIVER
RECREATION AND PARK DISTRICT**

THIS AGREEMENT is entered into as of the 20th day of October 2015, between the City of Oroville (City) and the Feather River Recreation and Park District (Grantee). City and Grantee hereby agree as follows:

RECITALS

- A. Pursuant to the provisions of Standard Agreement No. 4600007302 between the California Department of Water Resources (DWR) and City, the Supplemental Benefits Fund Steering Committee has awarded the Grantee with a grant not to exceed \$50,000 for installation of a Play Structure near the North Field of Riverbend Park (Project) as described in Exhibit A attached to this Agreement; and
 - B. In order to implement the grant award, City, as the Supplemental Benefits Fund Administrator, and Grantee are entering into this Agreement.
1. **Purpose.** The purpose of this Agreement is to provide a Supplemental Benefits Fund (SBF) grant to Grantee for assistance of the installation of a Play Structure near the North Field of Riverbend Park. Grantee agrees to use the grant funds received from City in accordance with the terms of this Agreement. Except as expressly provided in this Agreement, City shall have no obligation to reimburse or otherwise pay for any assistance or cooperation relating to the implementation of the Project.
 2. **Grant Amount.** City shall provide a grant in the amount not to exceed \$50,000.00 to Grantee to assist in installation of a Play Structure near the North Field of Riverbend Park in Oroville, California. A condition of the grant is a documented minimum of 50% (\$25,000) in matching funds (cash or in-kind services)

3. **Term of Agreement.** The term of this Agreement will begin on October 20, 2015 and terminate on October 20, 2016, or upon completion of the Project, whichever occurs first. The term may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.

4. **Incorporation of Provisions.** This Agreement incorporates the following exhibits as if fully set forth herein :
 - Exhibit A. Project
 - Exhibit B. Standard Provisions
 - Exhibit C. Work Plan and Budget
 - Exhibit D. Payment Request Transmittal

5. **Grantees Responsibilities:** Grantee shall implement work on the Project as specified in a Work Plan and Budget set forth in Exhibit C.

6. **Project Manager:**
The Project Manager for Grantee is:
Apryl Ramage, General Manager FRRPD

Grantee hereby delegates authority to the Project Manager to manage performance under the Agreement and to delegate authority to others to provide management and support services required for performance of the work and administration of the Agreement. The delegation of authority to submit invoices requires written consent by Grantee which will be provided to the City.

Grantee may change the foregoing delegation by a thirty (30) day prior written notice to City.

City of Oroville
SBF Fund Administrator
1735 Montgomery Street

Oroville, California 95965

Notices by Grantee's Project Manager shall be sent to:

City of Oroville

SBF Fund Administrator

1735 Montgomery Street

Oroville, California 95965

Notices by City shall be sent to:

Apryl Ramage, General Manager

Feather River Recreation and Parks District

1875 Feather River Blvd.

Oroville, California 95965

7. **CEQA Compliance.** Prior to implementation of the Project, *if appropriate*, Grantee shall comply with all applicable requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000-21177) and other applicable federal, State and local laws, rules and regulations.

8. **Method of Payment.** All payments from City to Grantee shall be as reimbursement for actual expenditures by Grantee relating to carrying out the Project in accordance with this Agreement. City shall make payments to Grantee with funds on deposit with the City from DWR in accordance with Standard Agreement No. 4600007302. In order to process Grantee's request for reimbursement, Grantee shall deliver proof of completion, or progress of the work, proof of payment and an original invoice for the work. Within fifteen (15) days after receipt of a reimbursement request from Grantee, City shall determine whether the request satisfies all the requirements for reimbursement under the Agreement. If City determines that the request meets all such requirements, City

shall provide the amount requested by Grantee within fifteen (15) days thereafter. In no event shall City be obligated to make reimbursement payments to Grantee from any City funds as a result of this Agreement. City will not issue any reimbursement to Grantee if Grantee has failed to comply with all terms of this Agreement, except those terms which will occur after the reimbursement request.

Grantee may submit invoices to City no more than once every fifteen (15) days.

9. **Final Written Report.** Upon completion of the Project, Grantee shall provide a final written report in a format as directed by City that includes (but is not limited to) the following: (1) a description of conditions before the Project was executed, (2) a summary of the planning work and techniques used, (3) a description of the completed Project, (4) an analysis of the techniques used, and (5) a description of planned long-term monitoring and maintenance of the Project.

The report shall include a complete list of all the costs of the Project and proof of payment of such costs, photographs of restoration activities and techniques and shall include photographs of community participation in planning activities of the Project. Grantee shall provide Project photos showing the monthly progress of the Project.

10. **Work Plan and Budget.** A Work Plan and Budget will be established and provided to the SBF Administrator.
11. **Maintenance.** The Grantee agrees to maintain the project..
12. **Insurance.** Before and during construction, if applicable, of the Project, Grantee or Grantee's contractor shall obtain and maintain. If appropriate, insurance coverage.

13. **Funding Acknowledgement.** The Grantee agrees to post in a prominent place the SBF plaque containing the SBF logo and acknowledging that funding for the project was provided by the State Water Contractors (SWC) and the Department of Water Resources (DWR).

14. **Public Accessibility.** The completed project shall be accessible to the general public during normal hours of the Riverbend Park Complex.

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

CITY OF OROVILLE

**FEATHER RIVER RECREATION
AND PARKS DISTRICT**

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Donald Noble, Chairperson FRRPD

SUPPLEMENTAL BENEFITS FUND

By: _____
David Pittman, SBF Chairperson

By: _____
Apyrl Ramage, General Manager FRRPD

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

ATTEST:

By: _____
Donald Rust, Acting City Clerk

Attachments: Exhibit A – Project
 Exhibit B – Standard Provisions
 Exhibit C – Work Plan and Budget
 Exhibit D – Payment Request Transmittal

EXHIBIT A PROJECT DESCRIPTION

Feather River Recreation & Park District (FRRPD) will be installing the anticipated total cost for the play structures are between \$130,000 and \$150,000. FRRPD will use the \$50,000 SBF Grant and provide matching funds (in-kind, or cash) of \$25,000. Two structures are planed; one for children 2-5 years old and one for children ages 5-12 years old.

- Play structures are consistent with FRRPD's Master Plan, the City of Oroville's General Plan, and other area general & master plans. A play structure in Riverbend Park provides a venue for children to recreate and play near the river, but not in the river.



Colors Used In Rendering

-  Burgundy
-  Hunter Green
-  Sand

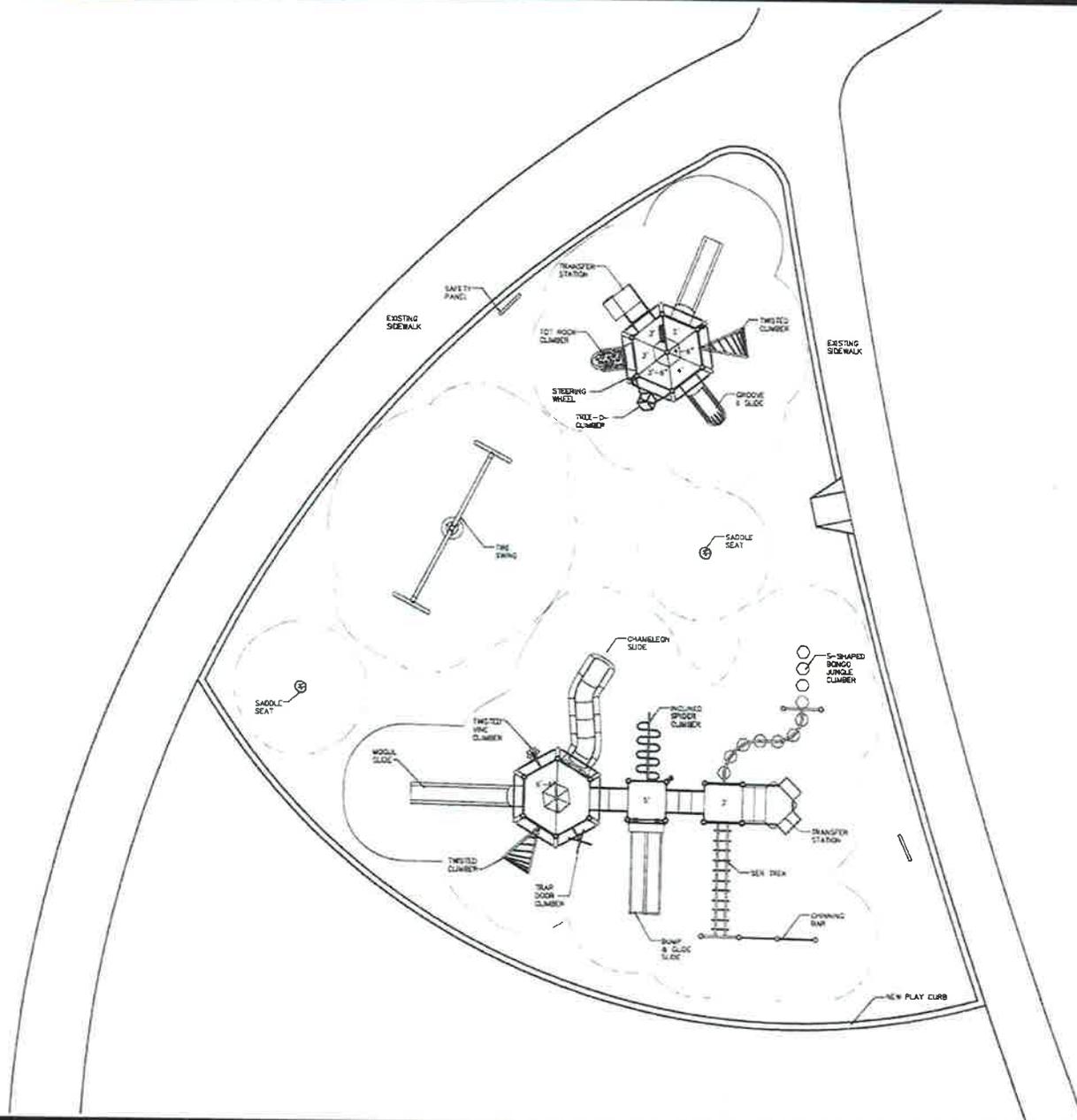


Riverbend Park: Option 3

Oroville, CA.

8/18/15

14_0015 Riverbend 009



	NOTES:	LINEAR FEET: N/A	SITE AREA: 4,631SF	Riverbend Park Oroville, CA
		CRITICAL FALL HEIGHT: N/A	SCALE: 1/16"=1'-0"	
ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.		Riverbend_003	DRAWN BY: DT DATE: 8-12-15	











2091



RIVERBEND NORTH

PRELIMINARY MASTER PLAN

Prepared for:



FEATHER RIVER RECREATION
AND PARKS DISTRICT
1200 MYER STREET
DROVILLE, CA 95965
(530) 539-2011 / 539-2124 FX



SOLAR INFLUENCE



BAR SCALE



SCALE: 1" = 50'-0"

PROJECT NUMBER: 7006
DATE: OCTOBER 6, 2006

Prepared by:



LAND IMAGE
LANDSCAPE ARCHITECTS & PLANNERS
400 BROADWAY, STE 1114 ALBANY, NY 12210
PHONE: (518) 869-1111 FAX: (518) 869-1199

**EXHIBIT B
STANDARD PROVISIONS**

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties. No oral understanding or agreement not incorporated in the agreement is binding on either party.

ASSIGNMENT: This Agreement is not assignable by Grantee either in whole or in part. Any attempted assignment shall be void.

AUDIT: City shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of City to audit records and interview staff in any subcontract related to performance of this Agreement.

INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless City, its officers, agents and employees from any and all liability, lawsuits, claims and losses or costs, including attorney's fees, resulting from the actions, negligence or omissions of Grantee, its officers, employees, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with this Agreement.

DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute with the City.

TERMINATION FOR CAUSE: The City may terminate this Agreement and be relieved

of any payments to Grantee if the Grantee fails to perform the requirements of this Agreement at the time and in the manner herein provided.

INDEPENDENT CONTRACTOR: In carrying out this Agreement, Grantee and its agents, employees, and contractors shall act as independent contractors and not as officers, employees or agents of the City.

TIMELINESS: Time is of the essence in this Agreement.

GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall continue in full force and effect.

COMPLIANCE WITH LAWS: Grantee shall be responsible for all environmental compliance for the Project.

Grantee shall observe and comply with all federal, state, city, and county laws, rules or regulations applicable to the Project, including, without limitation, storm water pollution prevention plan laws, public bidding laws, California Government Code Section 4450 et seq. relating to disability access laws, Americans with Disabilities Act (ADA), and California Labor Code sections 1720 et seq. requiring the payment of prevailing wage rates. Any work done that does not comply with any laws, rules or regulations shall be remedied solely at the Grantee's expense.

NOTICE OF DEFAULT: Subject to any extension of time permitted by this Agreement, a failure or delay by Grantee or City to perform any material term or provision of this Agreement constitutes a material default of this Agreement. In the event of a material

default of this Agreement by Grantee or City, either party shall give written notice to the other party of such default specifying the details of the default.

CURE AND REMEDIES: In the event Grantee or City fails to perform any material obligation as set forth in this Agreement, that party shall be in default of this Agreement. In the event that Grantee or City receives written notice of default from the other party, thereafter, that party shall have thirty (30) days within which to cure such default to the reasonable satisfaction of the other party. If the default is not cured within thirty (30) days, Grantee and City shall submit the default to nonbinding mediation. Within thirty (30) days, Grantee and City shall mutually select a disinterested third person with some professional experience related to the subject matter of the default as mediator, and commence mediation. If mediation fails to resolve the default within fifteen (15) days, the non-defaulting party may elect to terminate this Agreement.

UNAVOIDABLE DELAYS: Neither Grantee nor City shall be considered in breach or default in its obligations, nor shall there be deemed a failure to satisfy conditions, with respect to the beginning or completion of obligations under this Agreement, or progress with respect thereto, in the event of "unavoidable delay" in the performance of such obligations, or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of government agencies, acts of other parties, fires, floods, drought, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unavoidable delay, the time or times for the satisfaction of conditions to this Agreement shall be extended for the period of the unavoidable delay.

**EXHIBIT C
WORKPLAN AND BUDGET**

Based on the bid received from Miracle Play Structures the following are the planned items and costs:

- Equipment cost \$85,000 less sale & NJPA discount of \$17,000 net equipment cost \$68,000
- Tax & Freight approximately \$11,000
- Installation of equipment \$26,000
- Site prep, grading, concrete curb around entire play area (curbing will be approximately 18" high by walkway due to grade change), ADA ramp into play area \$25,500
- Delivery & installation of wood chips \$4,800
- 3rd party CPSI inspection for 2 structures \$800
- Temporary fencing to secure site during construction \$1,250
- Permits from the City of Oroville approximately \$3,000



RESOLUTION NO. 1290-15

A RESOLUTION OF THE FEATHER RIVER RECREATION AND PARK DISTRICT BOARD OF DIRECTORS APPROVING THE SUPPLEMENTAL BENEFITS FUNDS AWARDED GRANT OF \$50,000 FOR A PLAY STRUCTURE AT RIVERBEND PARK

WHEREAS, on August 20, 2015 at the District's Regular Board meeting Resolution No. 1286-15 was adopted authorizing Feather River Recreation and Park District staff to apply for the Supplemental Benefits Fund (SBF) Notice of Funds Available (NOFA) in the amount of \$75,000 ,

WHEREAS, on September 17, 2015 at the Supplemental Benefits Fund meeting the District was awarded \$50,000 at the SBF Committee meeting towards the Riverbend Park play structure project with a 50% match of funds,

WHEREAS, on September 29, 2015 at the District's Regular Board meeting the District Board approved the Riverbend Park play structure option and project,

WHEREAS, the Supplemental Benefits Fund committee and City of Oroville council require an adopted Resolution by the District Board accepting the lesser amount of \$50,000 awarded by the Supplemental Benefits Fund towards the Riverbend park play structure project,

THEREFORE, BE IT RESOLVED, the Feather River Recreation and Park District approve the lesser amount of \$50,000 as awarded by the Supplemental Benefits Fund committee towards the Riverbend Park play structure project.

PASSED AND ADOPTED, on Tuesday, October 6, 2015 by the Feather River Recreation and Park District at a special board meeting by the following vote:

Ayes: 4 (Chairperson Noble, Vice-Chair Carter, Director Coats, Director Fowler)

Noes:

Absent: 1 (Director Emberland)

Abstain:

Attest:

Don Noble, Chairperson

April Ramage, General Manager

**EXHIBIT D
PAYMENT REQUEST TRANSMITTAL
SBF GRANT APPROVED 10/20/2015
NOT TO EXCEED \$50,000.00**

Submit at: Completion or as a progress payment request

Date:

To: City of Oroville
SBF Fund Administrator
1735 Montgomery Street
Oroville, CA 95965

From: Feather River Recreation & Park District
1875 Feather River Blvd.
Oroville, CA 95965

Subject: Request for Reimbursement

Project: Children's Play Structures at North Field of Riverbend Park

Amount Requested: \$

Summary of Reimbursement Request:

(The summary should include progress, to date and any or all applicable invoices, canceled checks to substantiate the reimbursement request)

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST;
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: SUPPLEMENTAL BENEFITS FUND FUNDING AGREEMENT
WITH THE OROVILLE VETERANS' MEMORIAL PARK
COMMITTEE**

DATE: OCTOBER 20, 2015

SUMMARY

The Council, serving as the Supplemental Benefits Fund Administrator, may consider a Funding Agreement, in the amount of \$112,000, with the Oroville Veterans' Memorial Park Committee for phased improvements at the Oroville Veterans' Memorial Park for all of Butte County.

DISCUSSION

At a regular meeting of the SBF Steering Committee (SBF), the Committee approved the provision of funds, in the amount of \$112,000, towards the construction of multiple improvements at the Oroville Veterans' Memorial Park for all of Butte County. The grant requires a 25% match on the first \$37,000, and a 50% match on the remaining \$75,000. The SBF considers matches made by documented in-kind services or cash.

FISCAL IMPACT

SBF funding is provided by an Agreement with the California Department of Water Resources. There is no impact to the General Fund.

Increase SBF Revenue:	190 – 4490	\$112,000
Increase SBF Expenditures	190 – 7000	\$112,000

RECOMMENDATION

Adopt Resolution No. 8437 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, SERVING AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND THE OROVILLE VETERANS' MEMORIAL PARK COMMITTEE, IN THE AMOUNT OF \$112,000, FOR PHASED IMPROVEMENTS AT THE OROVILLE VETERANS' MEMORIAL PARK – (Agreement No. 3153).

ATTACHMENTS

Resolution No. 8437
Agreement No. 3153

**CITY OF OROVILLE
RESOLUTION NO. 8437**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, SERVING AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND OROVILLE VETERANS' MEMORIAL PARK COMMITTEE, IN THE AMOUNT OF \$112,000 FOR PHASED IMPROVEMENTS AT THE OROVILLE VETERANS' MEMORIAL PARK

(Agreement No. 3153)

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

1. The Mayor is hereby authorized and directed to execute a Funding Agreement with Oroville Veterans' Park Committee in the amount of \$112,000.
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 20, 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 BETWEEN
CITY OF OROVILLE AND
OROVILLE VETERANS' MEMORIAL PARK COMMITTEE**

THIS AGREEMENT is entered into as of the 20th day of October 2015, between the City of Oroville (City) and the Oroville Veteran's Memorial Park Committee (Grantee). City and Grantee hereby agree as follows:

RECITALS

- A. Pursuant to the provisions of Standard Agreement No. 4600007302 between the California Department of Water Resources (DWR) and City, the Supplemental Benefits Fund Steering Committee has awarded the Grantee with a grant of \$112,000.00 towards the construction of the multiple improvements at the Oroville Veterans' Memorial Park for all of Butte County (Project) as described in Exhibit A (page xx and Page xx) attached to this Agreement; and
- B. In order to implement the grant award, City, as the Supplemental Benefits Fund Administrator, and Grantee are entering into this Agreement.
1. **Purpose.** The purpose of this Agreement is to provide a Supplemental Benefits Fund (SBF) grant to Grantee towards the construction of various improvements at the Oroville Veterans' Memorial Park in Oroville, California. Grantee agrees to use the grant funds received from City in accordance with the terms of this Agreement. Except as expressly provided in this Agreement, City shall have no obligation to reimburse or otherwise pay for any assistance or cooperation relating to the implementation of the Project.
2. **Grant Amount.** City, as the administrator of the Supplemental Benefits Fund, shall provide a grant in the amount of \$112,000.00 to Grantee towards the construction of the identified multiple improvements at the Oroville Veterans' Memorial Park in Oroville, California as detailed in Exhibit A.

3. **Term of Agreement.** The term of this Agreement will begin on October 20, 2015 and terminate on October 20, 2016, or upon completion of the Project, whichever occurs first. The term may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.

4. **Incorporation of Provisions.** This Agreement incorporates:
 - Exhibit A. Project
 - Exhibit B. Standard Provisions
 - Exhibit C. Work Plan and Budget
 - Exhibit D. Payment Request Transmittal

5. **Grantees Responsibilities:** Grantee shall implement work on the Project as specified in a Work Plan and Budget set forth in Exhibit C.

6. **Project Manager:**
The Project Manager for Grantee is:
Dennis Schmidt, Assistant Director Butte County General Services

Grantee hereby delegates authority to the Project Manager to manage performance under the Agreement and to delegate authority to others to provide management and support services required for performance of the work and administration of the Agreement. The delegation of authority to submit invoices requires written consent by Grantee which will be provided to the City.

Grantee may change the foregoing delegation by a thirty (30) day prior written notice to City.

City of Oroville
SBF Fund Administrator
1735 Montgomery Street
Oroville, California 95965

Notices by Grantee's Project Manager shall be sent to:

**City of Oroville
SBF Fund Administrator
1735 Montgomery Street
Oroville, California 95965**

Notices by City shall be sent to:

**Dennis Schmidt, Assistant Director
Butte County General Services
2081 2nd Street
Oroville, CA 95965**

(And)

**Stu Shaner, President
Oroville Veterans' Memorial Committee
P.O. Box 2586
Oroville, CA 95965**

7. **CEQA Compliance.** Prior to implementation of the Project, *if appropriate*, Grantee shall comply with all applicable requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000-21177) and other applicable federal, State and local laws, rules and regulations. **Note:** *CEQA Compliance was provided in the grant application.*
8. **Quarterly Reports.** Grantee shall submit detailed quarterly progress reports relating to the Project for review and approval by City. The quarterly reports shall also be provided to the Supplemental Benefits Fund Steering Committee for information purposes and comments, as appropriate. The quarterly progress reports shall summarize expenditures; itemize completed activities, on-going

activities, and problems to be resolved. Expense reports shall include a detailed description of work performed on the Project and an accounting of expenses incurred for each activity. The Project expense reports shall also include, but not be limited to, contractors and vendor invoices, employee time sheets, receipts for equipment and supplies, and true-up of actual expenses versus projected expenses.

9. **Matching Funds Requirement.** The first \$37,000 expended on the project shall have a 25% (9,250) match of documented in-kind services or cash or a combination thereof, and the remaining \$75,000 expended on the project shall have a 50% (\$37,500) match of documented in-kind services or cash or a combination thereof. The total match required for this grant is \$46,750.

10. **Method of Payment.** All payments from City to Grantee shall be as reimbursement for actual expenditures by Grantee relating to carrying out the Project in accordance with this Agreement. City shall make payments to Grantee with funds on deposit with the City from DWR in accordance with Standard Agreement No. 4600007302. In order to process Grantee's request for reimbursement, Grantee shall deliver proof of completion, or progress of the work, proof of payment and an original invoice for the work. Within ten (10) days after receipt of a reimbursement request from Grantee, City shall determine whether the request satisfies all the requirements for reimbursement under the Agreement. If City determines that the request meets all such requirements, City shall provide the amount requested by Grantee at the next available bi-weekly check cycle. In no event shall City be obligated to make reimbursement payments to Grantee from any City funds as a result of this Agreement. City will not issue any reimbursement to Grantee if Grantee has failed to comply with all terms of this Agreement, except those terms which will occur after the reimbursement request.

Grantee may submit invoices to City no more than once every thirty (30) days.

11. **Final Written Report.** Upon completion of the Project, Grantee shall provide a final written report in a format as directed by City that includes (but is not limited to) the following: (1) a description of conditions before the Project was executed, (2) a summary of the planning work and techniques used, (3) a description of the completed Project, (4) an analysis of the techniques used, and (5) a description of planned long-term monitoring and maintenance of the Project.

The report shall include a complete list of all the costs of the Project and proof of payment of such costs, photographs of any restoration activities and techniques and shall include project photos showing the monthly progress of the Project.

12. **Work Plan and Budget.** Items included in the attached Work Plan and Budget, Exhibit C, and designated for funding by City may be undertaken by Grantee only after City's written approval.
13. **Maintenance.** Grantee and/or the property owner (Butte County agrees to maintain the Project in good condition.
14. **Insurance.** Before and during construction of the Project, Grantee or Grantee's contractor shall obtain and maintain. If appropriate, insurance coverage.
15. **Funding Acknowledgement.** The Grantee agrees to post in a prominent place the SBF plaque containing the SBF logo and acknowledging that funding for the project, in part, was provided by the State Water Contractors (SWC) and the Department of Water Resources (DWR).
16. **Public Accessibility.** Grantee, its successors and/or assigns, shall make the Project available to the public in perpetuity. This section shall survive termination of this Agreement.

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

CITY OF OROVILLE

**OROVILLE VETERANS'
MEMORIAL COMMITTEE**

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Stu Shaner, President

SUPPLEMENTAL BENEFITS FUND

By: _____
David Pittman, SBF Chairperson

By: _____

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

ATTEST:

By: _____
Donald Rust, Acting City Clerk

- Attachments: Exhibit A – Project
 Exhibit B – Standard Provisions
 Exhibit C – Work Plan and Budget
 Exhibit D – Payment Request Transmittal

EXHIBIT A
PROJECT DESCRIPTION
(The following excerpts are from the grant application)



Components of the phased project are:

Anticipated improvements to be made during the current phase of construction:

Item	Cost
Concrete seat wall	39,500.00
Concrete walkway	120,000.00
Concrete columns	35,000.00
Railings	4,800.00
Concrete stairs/flatwork	19,423.00
Landscape implementation	14,661.00
Sub total phase:	233,384.00
Funding	
SBF Grant	-112,000.00
Match 25%	-9,250.00
Match 50%	-37,500.00
Funds on deposit & in-kind services	-74,634.00
Sub total funding:	-233,384.00

**EXHIBIT B
STANDARD PROVISIONS**

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties. No oral understanding or agreement not incorporated in the agreement is binding on either party.

ASSIGNMENT: This Agreement is not assignable by Grantee either in whole or in part. Any attempted assignment shall be void.

AUDIT: City shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of City to audit records and interview staff in any subcontract related to performance of this Agreement.

INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless City, its officers, agents and employees from any and all liability, lawsuits, claims and losses or costs, including attorney's fees, resulting from the actions, negligence or omissions of Grantee, its officers, employees, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with this Agreement.

DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute with the City.

TERMINATION FOR CAUSE: The City may terminate this Agreement and be relieved of any payments to Grantee if the Grantee fails to perform the requirements of this Agreement at the time and in the manner herein provided.

INDEPENDENT CONTRACTOR: In carrying out this Agreement, Grantee and its agents, employees, and contractors shall act as independent contractors and not as officers, employees or agents of the City.

TIMELINESS: Time is of the essence in this Agreement.

GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall continue in full force and effect.

COMPLIANCE WITH LAWS: Grantee shall be responsible for all environmental compliance for the Project.

Grantee shall observe and comply with all federal, state, city, and county laws, rules or regulations applicable to the Project, including, without limitation, storm water pollution prevention plan laws, public bidding laws, California Government Code Section 4450 et seq. relating to disability access laws, Americans with Disabilities Act (ADA), and California Labor Code sections 1720 et seq. requiring the payment of prevailing wage rates. Any work done that does not comply with any laws, rules or regulations shall be remedied solely at the Grantee's expense.

NOTICE OF DEFAULT: Subject to any extension of time permitted by this Agreement, a failure or delay by Grantee or City to perform any material term or provision of this Agreement constitutes a material default of this Agreement. In the event of a material default of this Agreement by Grantee or City, either party shall give written notice to the other party of such default specifying the details of the default.

CURE AND REMEDIES: In the event Grantee or City fails to perform any material obligation as set forth in this Agreement, that party shall be in default of this Agreement. In the event that Grantee or City receives written notice of default from the other party, thereafter, that party shall have thirty (30) days within which to cure such default to the reasonable satisfaction of the other party. If the default is not cured within thirty (30) days, Grantee and City shall submit the default to nonbinding mediation. Within thirty (30) days, Grantee and City shall mutually select a disinterested third person with some professional experience related to the subject matter of the default as mediator, and commence mediation. If mediation fails to resolve the default within fifteen (15) days, the non-defaulting party may elect to terminate this Agreement.

UNAVOIDABLE DELAYS: Neither Grantee nor City shall be considered in breach or default in its obligations, nor shall there be deemed a failure to satisfy conditions, with respect to the beginning or completion of obligations under this Agreement, or progress with respect thereto, in the event of "unavoidable delay" in the performance of such obligations, or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of government agencies, acts of other parties, fires, floods, drought, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unavoidable delay, the time or times for the satisfaction of conditions to this Agreement shall be extended for the period of the unavoidable delay.

**EXHIBIT C
WORKPLAN & BUDGET**

(To be provided)

**EXHIBIT D
PAYMENT REQUEST TRANSMITTAL
SBF GRANT APPROVED 10/20/2015
NOT TO EXCEED \$112,000.00**

Submit at: Completion or as a progress payment request

Date:

To: City of Oroville
SBF Fund Administrator
1735 Montgomery Street
Oroville, CA 95965

From: Oroville Veterans' Memorial Committee
PO Box 2586
Oroville, CA 95965

Subject: Request for Reimbursement

Project: **SBF Grant** of \$112,000 to be used towards construction of the current phase at the Oroville Veterans' Memorial Park Oroville, CA

Amount Requested: \$

Summary of Reimbursement Request:

(The summary must include progress, to date and any or all applicable invoices, canceled checks to substantiate the reimbursement request)

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: BOB MARCINIAK, SBF PROGRAM SPECIALIST;
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: SUPPLEMENTAL BENEFITS FUND FUNDING AGREEMENT
WITH UPSTATE COMMUNITY ENHANCEMENT FOUNDATION**

DATE: OCTOBER 20, 2015

SUMMARY

The Council, serving as the Supplemental Benefits Fund Administrator, may consider a Funding Agreement, in the amount of \$30,000, with the Upstate Community Enhancement Foundation to provide Event Coordination Services for 2016.

DISCUSSION

At a regular meeting of the SBF Steering Committee, the Committee approved the provision of funds, in the amount of \$30,000, for a one (1) year Funding Agreement with Upstate Community Enhancement Foundation (UCEF) to provide event coordination services for several major Oroville community events in 2016. The events include, Wildflower & Nature Festival, Feather Fiesta Days, Fourth of July, Salmon Festival and the Holiday Parade of Lights. UCEF has previously provided these valuable services for the past three years. The Agreement was approved for funding in the amount of \$30,000 from available 2016 funds.

FISCAL IMPACT

These are SBF funds, there is no net impact to the General Fund.

Increase Revenue:	190 – 7000	\$30,000
Increase Expenditures:	190 – 7000	\$30,000

RECOMMENDATION

Adopt Resolution No. 8438 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, SERVING AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND THE UPSTATE COMMUNITY ENHANCEMENT FOUNDATION, IN THE AMOUNT OF \$30,000, TO PROVIDE EVENT COORDINATION SERVICES FOR 2016 – (Agreement No. 3154).

ATTACHMENTS

Resolution No. 8438
Agreement No. 3154

**CITY OF OROVILLE
RESOLUTION NO. 8438**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A FUNDING AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR OF THE SUPPLEMENTAL BENEFITS FUND, AND UPSTATE COMMUNITY ENHANCEMENT FOUNDATION, IN THE AMOUNT OF \$30,000, TO PROVIDE EVENT COORDINATION SERVICES FOR 2016

(Agreement No. 3154)

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

1. The Mayor is hereby authorized and directed to execute a Funding Agreement with Upstate Community Enhancement Foundation in the amount of \$30,000.
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 20, 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 BETWEEN
CITY OF OROVILLE AND
UPSTATE COMMUNITY ENHANCEMENT FOUNDATION**

THIS AGREEMENT is entered into as of the 20th day of October 2015, between the City of Oroville (City) Upstate Community Enhancement Foundation (Grantee). City and Grantee hereby agree as follows:

RECITALS

- A. Pursuant to the provisions of Standard Agreement No. 4600007302 between the California Department of Water Resources (DWR) and City, the Supplemental Benefits Fund Steering Committee has awarded the Grantee with a grant of \$30,000.00 for an Event Coordinator in Oroville, California (Project) as described in Exhibit A attached to this Agreement; and
 - B. In order to implement the grant award, City, as the Supplemental Benefits Fund Administrator, and Grantee are entering into this Agreement.
1. **Purpose.** The purpose of this Agreement is to provide a Supplemental Benefits Fund (SBF) grant to Grantee for an Event Coordinator in Oroville, California. Grantee agrees to use the grant funds received from City in accordance with the terms of this Agreement. Except as expressly provided in this Agreement, City shall have no obligation to reimburse or otherwise pay for any assistance or cooperation relating to the implementation of the Project.
 2. **Grant Amount.** City shall provide a grant in the amount of \$30,000.00 to Grantee to fund an Event Coordinator in Oroville, California
 3. **Term of Agreement.** The term of this Agreement will begin on October 20, 2015 and terminate on January 20, 2017, or upon completion of the Project, whichever occurs first. The term of this contract is for 15 months to allow for media placement and sponsor procurement for events occurring in 2016. The term may

be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.

4. **Incorporation of Provisions.** This Agreement incorporates the following exhibits as if fully set forth herein:

Exhibit A. Project

Exhibit B. Standard Provisions

Exhibit C. Work Plan and Budget

Exhibit D. Payment Request Transmittal

5. **Grantees Responsibilities:** Grantee shall implement work on the Project as specified in a Work Plan and Budget set forth in Exhibit C.

6. **Project Manager:**

The Project Manager for Grantee is:

Debra Lucero, Executive Director, Upstate Community Enhancement Foundation

Grantee hereby delegates authority to the Project Manager to manage performance under the Agreement and to delegate authority to others to provide management and support services required for performance of the work and administration of the Agreement. The delegation of authority to submit invoices requires written consent by Grantee which will be provided to the City.

Grantee may change the foregoing delegation by a thirty (30) day prior written notice to City.

Notices by Grantee's Project Manager shall be sent to:

City of Oroville

SBF Fund Administrator

**1735 Montgomery Street
Oroville, California 95965**

Notices by City shall be sent to:

**Debra Lucero, Executive Director
Upstate Community Enhancement Foundation
805 Whispering Winds Lane
Chico, CA 95928**

7. **CEQA Compliance.** Prior to implementation of the Project, *if appropriate*, Grantee shall comply with all applicable requirements of the California Environmental Quality Act (CEQA) (California Public Resources Code Sections 21000-21177) and other applicable federal, State and local laws, rules and regulations.
8. **Quarterly Reports.** Grantee shall submit detailed quarterly progress reports relating to the Project for review and approval by City. The quarterly reports shall be provided to the Supplemental Benefits Fund Steering Committee for information purposes and comments, as appropriate. The quarterly progress reports shall summarize completed activities, on-going activities, and problems to be resolved.
9. **Method of Payment.** All payments from City to Grantee shall be as reimbursement for actual expenditures by Grantee relating to carrying out the Project in accordance with this Agreement. City shall make payments to Grantee with funds on deposit with the City from DWR in accordance with Standard Agreement No. 4600007302. In order to process Grantee's request for reimbursement, Grantee shall deliver proof of completion, or progress of the work, proof of payment and an original invoice for the work. Within fifteen (15) days after receipt of a reimbursement request from Grantee, City shall determine

whether the request satisfies all the requirements for reimbursement under the Agreement. If City determines that the request meets all such requirements, City shall provide the amount requested by Grantee within fifteen (15) days thereafter. In no event shall City be obligated to make reimbursement payments to Grantee from any City funds as a result of this Agreement. City will not issue any reimbursement to Grantee if Grantee has failed to comply with all terms of this Agreement, except those terms which will occur after the reimbursement request.

Grantee may submit invoices to City no more than once every ninety (90) days.

10. **Final Written Report.** Upon completion of the Events, Grantee shall provide a final written report in a format as directed by City that includes (but is not limited to) the following: (1) a summary of the planning work and techniques used, (2) a description of the completed events, (3) an analysis of the techniques used, and (6) a description of any planned long-term recommendations. Grantee shall provide event photos included in a final (PowerPoint) presentation to the SBF Steering Committee and the Oroville City Council.
11. **Work Plan and Budget.** Items included in the attached Work Plan and Budget, Exhibit A, and designated for funding by City may be undertaken by Grantee only after City's written approval.
12. **Maintenance.** Not applicable.
13. **Insurance.** Grantee shall obtain and maintain, if appropriate, insurance coverage.
14. **Funding Acknowledgement.** The Grantee agrees that all printed materials, social media sites and web sites will contain the SBF logo and acknowledgement that funding for the project was provided by the State Water Contractors (SWC) and the Department of Water Resources (DWR).

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

CITY OF OROVILLE

**UPSTATE COMMUNITY
ENHANCEMENT FOUNDATION**

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Debra Lucero, Executive Director

SUPPLEMENTAL BENEFITS FUND

By: _____
David Pittman, Chairperson

APPROVED AS TO FORM:

By: _____
Scott Huber, City Attorney

ATTEST:

By: _____
Donald Rust, Acting City Clerk

- Attachments:
- Exhibit A – Project
 - Exhibit B – Standard Provisions
 - Exhibit C – Work Plan and Budget
 - Exhibit D – Payment Request Transmittal

EXHIBIT A PROJECT DESCRIPTION

The request is to provide an Event Coordinator to administer the following events with the emphasis on the Salmon Festival, a premiere Butte County event and one that has the potential to become a premiere West Coast Event:

- Manage all aspects of the Salmon Festival (75%)
- (Facilitate meetings/media assistance) Feather Fiesta Days (12%)
- (Facilitate meetings/media assistance) Wild Flower & Nature Festival) (5%)
- (Facilitate meetings/media assistance) 4th of July Celebration at the Oroville Dam (3%)
- (Facilitate meetings/media assistance) Parade of Lights (5%)

The ultimate benefit is to create greater awareness of the Oroville Community and all that it has to offer. Our goal is to help rebuild the historic downtown area and create a steady flow of economic vitality to the community. These events are economic and community development tools. They highlight the wonderful assets of Oroville, like the Feather River, as well as bring community to the city core for a shared experience.

The Event Coordinator will provide the following services:

- Facilitating meetings year-round
- Documentation of meetings & proposed plans
- Helping to create an Oroville Volunteer Corp
- Identifying & contacting potential sponsors (all events)
- Media & public relations and ad placement with an emphasis on Feather Fiesta Days & Salmon Festival
- Creation of TV, radio & print ads (Feather Fiesta Days & Salmon Festival)
- Design of print materials (Feather Fiesta Days & Salmon Festival)
- Arrange media interviews & write press releases (all events)
- Grant writing & identification (Salmon Festival)
- On-site management (Salmon Festival)
- Photography & video documentation for media purposes
- On-site assistance & promotional booth (Feather Fiesta Days, other events as needed)
- Direct Marketing at regional and local events as appropriate.
- Prepare eblasts, maintain website, social media (Facebook, Twitter, etc.) for all events but primarily for the Salmon Festival

**EXHIBIT B
STANDARD PROVISIONS**

AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties. No oral understanding or agreement not incorporated in the agreement is binding on either party.

ASSIGNMENT: This Agreement is not assignable by Grantee either in whole or in part. Any attempted assignment shall be void.

AUDIT: City shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow City's auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of City to audit records and interview staff in any subcontract related to performance of this Agreement.

INDEMNIFICATION: Grantee agrees to indemnify, defend and save harmless City, its officers, agents and employees from any and all liability, lawsuits, claims and losses or costs, including attorney's fees, resulting from the actions, negligence or omissions of Grantee, its officers, employees, agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with this Agreement.

DISPUTES: Grantee shall continue with the responsibilities under this Agreement during any dispute with the City.

TERMINATION FOR CAUSE: The City may terminate this Agreement and be relieved of any payments to Grantee if the Grantee fails to perform the requirements of this Agreement at the time and in the manner herein provided.

INDEPENDENT CONTRACTOR: In carrying out this Agreement, Grantee and its agents, employees, and contractors shall act as independent contractors and not as officers, employees or agents of the City.

TIMELINESS: Time is of the essence in this Agreement.

GOVERNING LAW: This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall continue in full force and effect.

COMPLIANCE WITH LAWS: Grantee shall be responsible for all environmental compliance for the Project.

Grantee shall observe and comply with all federal, state, city, and county laws, rules or regulations applicable to the Project, including, without limitation, storm water pollution prevention plan laws, public bidding laws, California Government Code Section 4450 et seq. relating to disability access laws, Americans with Disabilities Act (ADA), and California Labor Code sections 1720 et seq. requiring the payment of prevailing wage rates. Any work done that does not comply with any laws, rules or regulations shall be remedied solely at the Grantee's expense.

NOTICE OF DEFAULT: Subject to any extension of time permitted by this Agreement, a failure or delay by Grantee or City to perform any material term or provision of this Agreement constitutes a material default of this Agreement. In the event of a material

default of this Agreement by Grantee or City, either party shall give written notice to the other party of such default specifying the details of the default.

CURE AND REMEDIES: In the event Grantee or City fails to perform any material obligation as set forth in this Agreement, that party shall be in default of this Agreement. In the event that Grantee or City receives written notice of default from the other party, thereafter, that party shall have thirty (30) days within which to cure such default to the reasonable satisfaction of the other party. If the default is not cured within thirty (30) days, Grantee and City shall submit the default to nonbinding mediation. Within thirty (30) days, Grantee and City shall mutually select a disinterested third person with some professional experience related to the subject matter of the default as mediator, and commence mediation. If mediation fails to resolve the default within fifteen (15) days, the non-defaulting party may elect to terminate this Agreement.

UNAVOIDABLE DELAYS: Neither Grantee nor City shall be considered in breach or default in its obligations, nor shall there be deemed a failure to satisfy conditions, with respect to the beginning or completion of obligations under this Agreement, or progress with respect thereto, in the event of "unavoidable delay" in the performance of such obligations, or satisfaction of such conditions, due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of government agencies, acts of other parties, fires, floods, drought, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such unavoidable delay, the time or times for the satisfaction of conditions to this Agreement shall be extended for the period of the unavoidable delay.

**EXHIBIT C
WORKPLAN AND BUDGET**

ANNUAL ADMINISTRATION - \$30,000 – Payable quarterly - \$7,500

(Items covered in Exhibit A)

**EXHIBIT D
PAYMENT REQUEST TRANSMITTAL
SBF GRANT APPROVED 10/20/2015
NOT TO EXCEED \$30,000
\$30,000 (2016)**

Submit at: Completion or as a progress payment request

Date:

To: City of Oroville
SBF Fund Administrator
1735 Montgomery Street
Oroville, CA 95965

From: Upstate Community Enhancement Foundation
805 Whispering Winds Lane
Chico, CA 95927

Subject: Request for Reimbursement

Project: Oroville Event Coordinator & Event Purchases

Amount Requested: \$7,500

Summary of Reimbursement Request:

(The summary should include progress, to date and any or all applicable invoices, and if appropriate, canceled checks to substantiate the reimbursement request)

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS
FROM: RUTH WRIGHT, FINANCE DIRECTOR
RE: ATTENDANCE TO FINANCE OFFICERS CONFERENCES
DATE: OCTOBER 20, 2015

SUMMARY

The Council may consider the expenditure of \$3,814, for City related business travel for the Finance Director to attend the annual California Society of Municipal Finance Officers and the Government Finance Officers Association Conferences.

DISCUSSION

The California Society of Municipal Finance Officers annual conference is a three day conference with technical sessions for government finance professionals on current issues, education, research, and best practices.

CALIFORNIA SOCIETY OF MUNICIPAL FINANCE OFFICERS CONFERENCE (CSMFO):

The CSMFO's annual conference will be held March 2 - March 4, 2016 in Los Angeles, CA.

The Finance Director would like to attend this conference to gain practical advice and learn effective techniques to meet the continuing challenges facing the City of Oroville. The top reason for attending is to participate in technical training sessions offered by the CSMFO. Sessions cover topics relating to accounting, auditing, and financial reporting; budgeting, capital planning and economic development; debt management; financial management; pension and benefit administration; and treasury and investment management.

Travel expenses include the following expenses:

Lodging (3 nights)	618
Roundtrip Airfare	152
Per Diem (4 days @ \$64)	256
Registration	350
Other-shuttle	80
<u>Total</u>	<u>\$1,456</u>

CC-8

GOVERNMENT FINANCE OFFICERS ASSOCIATION CONFERENCE (GFOA):

The GFOA holds an annual conference where they present general educational sessions that feature recognized leaders in the government finance profession. Technical educational sessions address topical issues in government finance. This conference is the key to success as we strive to improve current practices and search for innovative ideas to improve the City's Finance department. The Finance Director brought home many ideas from peer finance officers from the last annual conference.

Educational sessions attended at the prior conference:

- Smart Planning in an Upturn
- Aligning Systems with Best Practices – Programs, Service levels and Outcomes
- The New Gold Standard: A Practical Guide to the GFOA's CPFO Program
- The Accounting and Auditing Year in Review
- Fair Enough! The Implementation of the GASB's New Guidance on Fair Value
- Addressing the Fundamentals of Your Finances
- Best Budgeting: Implementation of the GFOA's Budgetary Best Practices
- An Update on the Implementation of the GASB's New Pension Standards
- Ready or Not: How to Prepare Citizens and Elected Officials for the New Pension and OPEP Accounting
- Government Finance in Small Organizations
- The Resilient Government
- Successful Pension Reform

The GFOA's annual conference is scheduled for May 22 – May 25, 2016 in Toronto, ON.

Lodging (3 nights)	771
Roundtrip Airfare	480
Per Diem (4 days @ \$74)	296
Registration	650
Other-shuttle	80
<hr/> Total	<hr/> \$2,277

FISCAL IMPACT

The total amount budgeted for Finance travel and meetings was appropriated in the Finance budget for the amount of \$4,000, (001-7050-1500 Finance). These two conferences would total \$3,814.

RECOMMENDATION

Approve the expenditure of \$3,814, for City related business travel for the Finance Director to attend the annual California Society of Municipal Finance Officers and the Government Finance Officers Association Conferences.

ATTACHMENTS

- A - California Society of Municipal Finance Officers Conference Materials**
- B – Government Finance Officers Association Conference Materials**

EXHIBIT - A

Travel / Training Expense Summary

Description of Trip: Ca Society Muni Finance Officers

Date of Trip: 03/01/16-3/04/16

Purpose: Annual Conference

Employee Name: Ruth Wright

Discription	Estimated Cost	Actual Cost	Vendor	Payee	Account #
Registration Fee	\$ 350.00				
Hotel/Lodging	\$ 617.55		3 nights @205.85		
Per Diem	\$ 256.00		\$64 day x 4 days		
Meals					
Mileage	\$ 0.00		Vehicle Allowance		
Parking Tolls	\$ 40.00				
Airline	\$ 152.00				
Other Shuttle	\$ 40.00				
Total	\$ 1,455.55	\$ 0.00			

Signature

Print Name

Requested by: _____

Approval by: _____

Dept. Head Approval: _____

City Administrator (If applicable): _____

Date: _____

Director of Finance Approval: _____

Date: _____



Sacramento, CA to Los Angeles, CA

Air

Total Price: **\$152.00**

ITINERARY

Travel Date	Flight Segments		Flight Summary
DEPART MAR 1 TUE	03:40 PM	Depart Sacramento, CA (SMF) on Southwest Airlines	Flight #2180  Tuesday, March 1, 2016 Travel Time 1 h 15 m (Nonstop) Wanna Get Away
	04:55 PM	Arrive in Los Angeles, CA (LAX)	
RETURN MAR 4 FRI	03:10 PM	Depart Los Angeles, CA (LAX) on Southwest Airlines	Flight #1233  Friday, March 4, 2016 Travel Time 1 h 20 m (Nonstop) Wanna Get Away
	04:30 PM	Arrive in Sacramento, CA (SMF)  WiFi available	

What you need to know to travel:

Check-in: Be sure to arrive at the departure gate with your boarding pass at least 10 minutes before your scheduled departure time. Otherwise, your reserved space may be cancelled and you won't be eligible for denied booking compensation.

No Show Policy: If you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to scheduled departure of the flight. For tickets purchased on or after May 10, 2013 and travel beginning September 13, 2013, Customers who fail to cancel reservations for a Wanna Get Away or DING! fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining, unused funds on this reservation will be forfeited, including Business Select and Anytime funds.

PRICE: ADULT

Trip	Routing	Fare Type View Fare Rules	Fare Details	Quantity	Total
Depart	SMF-LAX	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points 	1	\$71.00
Return	LAX-SMF	Wanna Get Away Excellent Value	<ul style="list-style-type: none"> No Change Fees (applicable fare difference applies) Reusable Funds (nontransferable - no name changes allowed) Nonrefundable unless purchased with Points 	1	\$81.00

Enroll in Rapid Rewards and earn at least **691 Points** for this trip. Already a Member? Log in to ensure you are getting the points you deserve.

Subtotal **\$152.00**
[Fare Breakdown](#)

You can't find this great fare on any other website. Southwest fares are only on [southwest.com](#)®.

1st and 2nd Checked Bags Fly Free®*
*Weight and size limits apply.

Bag Charge \$0.00

Air Total:
\$152.00

[Modify Trip](#)

Purchase your shopping cart...

[Continue](#)

By clicking 'Continue', you agree to accept the fare rules and want to continue with this purchase



Get **\$200** Statement Credit after first purchase & Earn **10,000** Bonus Points

[Learn more](#)

You Pay Today: **\$152.00**
Credit On Your Statement: **-\$200.00**
Total After Statement Credit: **-\$48.00**

Add a Hotel

We'll keep an eye on your cart for you while you shop. Products not confirmed until purchase.



Dixie Hollywood
\$168/night

3 Star Rating

[View Details](#)

Search for hotels in Los Angeles (03/01/2016 - 03/04/2016)

Close To (optional)
Center of destination within

Show Only (optional)
Hotel Chains Shop All Hotel Chains

[Find Hotels](#)

Hidden Treasures arrrr Waitin' to be Found March 2016 – Anaheim

What be happenin', matey, since we last talked? Well let me tell ye – I've been busy creating more treasure to be found! March 2-4, 2016.

There are real gems buried throughout yer conference . . . we be sailin' on a pair of outstandin' pre-conference talkers or if ye sailin' plans allow – arrive for the early bird session (the early bird get the worm). If this is yer first conference we have a 'member orientation session'. Shiver me timbers! Everyone will want to be at the openin' session to hear th' keynote speaker. Ye have no time fo' doldrums with a full schedule of 60+ trainin' opportunities. Avast! Ye must save the date of March 2-4, 2016, Matey.

Keep a weather eye open matey! Thursday night you might get to singin' a Yo-ho-ho. More details to follow as ye ship gets closer to "X" marks t' spot. Have a jolly day.



Make your room reservation now!

The special rate for the conference is \$179.00 + tax. A limited number of rooms are reserved at this rate. To secure a room please contact the Disneyland® Resort by booking online 24/7 [here](#) or by calling (714) 520-5005, M-F from 8 am to 5 pm PST. Reservations must be made by Monday, February 08, 2016 or before the group rooms are sold out, so do not delay. Prevailing rates may apply after this date or when the group rooms are sold out, whichever occurs first. Rooms are subject to availability.

[Click here](#) to purchase specially-priced Disneyland® Resort Theme Park tickets. These special ticket prices are not available once you arrive at the Resort. Our ticket store closes at 9:00 PM PST on Sunday, February 28, 2016. Don't delay!

Prices are subject to change without notice.

EXHIBIT - B

Travel / Training Expense Summary

Description of Trip: Gov't Finance Officers Association

Date of Trip: 05/22/16-5/25/16

Purpose: Annual Conference

Employee Name: Ruth Wright

Discription	Estimated Cost	Actual Cost	Vendor	Payee	Account #
Registration Fee	\$ 650.00				
Hotel/Lodging	\$ 771.00		3 nights @257		
Per Diem	\$ 296.00		\$64 day x 4 days		
Meals					
Mileage	\$ 0.00		Vehicle Allowance		
Parking Tolls	\$ 0.00				
Airline	\$ 480.00				
Other Shuttle	\$ 80.00				
Total	\$ 2,277.00	\$ 0.00			

Signature

Print Name

Requested by: _____

Approval by: _____

Dept. Head Approval: _____

City Administrator (If applicable): _____

Date: _____

Director of Finance Approval: _____

Date: _____

Search



- About GFOA
- Products and Services
- Annual Conference
- Award Programs Topics

Home / Annual Conference / Registration Information

Registration Information

- 2016 Call for Topics
- 2016 Exhibitor Information
- Conference Sponsors
- Traveling to Toronto
- 2015 Conference - Philadelphia
- Future GFOA Conference Locations

Registration Information

Registration Schedule

Registration for the 2016 Annual Conference in Toronto will open in late fall 2015.

Guest Registration

There is no registration fee for guests or children, but they must be preregistered. Guests will be admitted to the Sunday Welcome Reception and during designated hours of the exhibit hall. Conference sessions and the luncheons on Monday and Tuesday are not open to guests and children.

Substitutions

A one-for-one substitution of a nonmember for an active member is allowed. If your organization has a current GFOA member on the staff who is not attending conference, a nonmember may attend in his or her place at the lower member rate. Please provide the name or the membership number of the GFOA member.

First Time Scholarship

The GFOA strives to provide leadership to the government finance profession through education, research, and best practices. Nowhere are these efforts more apparent than at the GFOA annual conference. To keep with our commitment, the GFOA Executive Board is pleased to announce: 50 scholarships will be awarded per state or province in the amount of the full-conference registration fee to first-time conference attendees who are GFOA active government members. We encourage you to take advantage of this opportunity. To learn more about this opportunity and to apply, please e-mail firstannualconference@gfoa.org.

Frequently Asked Questions

1) What are the eligibility requirements?

- ▶ Must be an active government member of the GFOA of the United States and Canada
- ▶ Must not have attended a GFOA of the United States and Canada conference previously (this includes one-day past participation)
- ▶ Does not include substitutions

2) How do I apply for the scholarship?

- ▶ Application details will be provided in late fall.

3) How many scholarships are awarded?

- ▶ Fifty scholarships will be awarded per state or province in the order of which they are received





WestJet

8:00a SFO **7:46p** YYZ 8h 46m 1 stop (YVR)
3:00p YYZ **9:57p** SFO 9h 57m 1 stop (YVR)

Show details

Economy

Try your search on these other sites



\$479

WestJet



WestJet

1:59p SFO **12:44a** YHM 7h 45m 1 stop (YYC)
1:55p YYZ **9:57p** SFO 11h 02m 1 stop (YVR)

Select

Show details

Economy

\$479

WestJet



WestJet

8:00a SFO **8:44p** YYZ 9h 44m 1 stop (YVR)
6:40a YHM **1:11p** SFO 9h 31m 1 stop (YYC)

Select

Hide details

Economy

Details

Fares

Select this departure →
 17 return flight
 itineraries include this
 departure

Depart

9h 44m

This is a multi-airport itinerary. Please review all the airports below.

WestJet – Flight 1777 (economy)

2h 18m

8:00a Thu, May 19 SFO San Francisco, CA

10:18a Thu, May 19 YVR Vancouver, BC, Canada

Boeing 737-700 (winglets) 73W (Narrow-body Jet) | 2h 18m | 7 seats remain

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RICK FARLEY, ENTERPRISE ZONE AND BUSINESS ASSISTANCE
COORDINATOR;
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
WITH HARVEST ACCOUNTING AND MANAGEMENT SYSTEMS**

DATE: OCTOBER 20, 2015

SUMMARY

The Council may consider an Amendment to the Professional Services Agreement with Harvest Accounting and Management Systems for Business Technical Assistance Consulting Services, and to carryover the current contract balance of \$24,525.

DISCUSSION

On February 4, 2014, the Council approved the Amended and Restated Professional Services Agreement with Harvest Accounting and Management Systems, extending the initial Agreement until November 4, 2015. At that time, \$29,775 was still available under the Agreement.

Ms. Vada Bouffard, dba Harvest Accounting and Management Systems, has been an invaluable resource in providing the Business Technical Assistance (BTA) Services as staff has requested in various capacities, from enabling businesses to obtain loans via solid financial projections, to helping business owners stay in business by setting up Quick Books accounting and teaching business owners how to manage their own finances. Staff is now requesting to extend the Professional Services Agreement for a period of 20 months through June 30, 2017, and to roll over the current contract balance of \$24,525 for Ms. Bouffard's Agreement to continue the BTA services so that the Business Assistance and Housing Development Department can continue to meet the critical needs of some of the City's businesses.

FISCAL IMPACT

Funds in the amount of \$24,525 are budgeted in the 2015/16 source:

City Revolving Loan Fund	450-7000-8450
Purchase Order No.	890020013

RECOMMENDATION

Adopt Resolution No. 8439 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARVEST ACCOUNTING AND MANAGEMENT SYSTEMS, INC., EXTENDING THE AGREEMENT TERM TO JUNE 30, 2015 AND TO CARRY OVER A BALANCE OF \$24,525 – (Agreement No. 1857-7).

ATTACHMENT(S)

Resolution No. 8439
Agreement No. 1857-7

**OROVILLE CITY COUNCIL
RESOLUTION NO. 8439**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HARVEST ACCOUNTING AND MANAGEMENT SYSTEMS, INC., EXTENDING THE AGREEMENT TERM TO JUNE 30, 2015 AND TO CARRY OVER A BALANCE OF \$24,525

(AGREEMENT NO. 1857-7)

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

1. The Mayor is hereby authorized and directed to execute an Amendment to the Professional Services Agreement with Harvest Accounting and Management Systems for Business Technical Assistance Consulting Services. A copy of the Amendment is attached as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on October 20, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT NO. 1857-6 FOR PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND HARVEST ACCOUNTING AND MANAGEMENT SYSTEMS

This Seventh Amendment, dated October 20, 2015, is to the Agreement No. 1857-6 between the City of Oroville ("City") and Harvest Accounting and Management Systems ("Consultant").

In consideration of the terms and conditions herein, the City and the Consultant agree that Agreement No. 1857-6 shall be amended as follows:

1. The Agreement shall continue in effect through June 30, 2017.
2. The total compensation under the Agreement, including all prior Amendments, shall not exceed \$130,000. The amount of funds remaining and available under the Agreement is \$24,525.
3. Conflicts between the Agreement, including any prior Amendments, shall be controlled by this Seventh Amendment. All other provisions within Agreement No. 1857-6 shall remain in full force and effect.

CITY OF OROVILLE

HARVEST ACCOUNTING & MANAGEMENT SYSTEMS

By: _____
Linda L. Dahlmeier, Mayor

By: _____
Vada Bouffard, Principal

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: RUTH WRIGHT, FINANCE DIRECTOR

RE: 1st QUARTER BUDGET REVIEW - JULY 1 THROUGH SEPTEMBER 30, 2015

DATE: OCTOBER 20, 2015

SUMMARY

The Council may consider the 1st quarter budget review and adjustments relating to July 1 – September 30, 2015.

DISCUSSION

Budget review for the first quarter of the 2015-2016 year have been completed and are ready for review.

FISCAL IMPACT

No impact to the General Fund as increases equal decreases to the budget.

RECOMMENDATION

Approve the 1st Quarter Budget review and adjustments for July 1 – September 30, 2015.

ATTACHMENTS

Budget Adjustment Recommendations

**BUDGET ADJUSTMENT
RECOMMENDATIONS WILL BE
DELIVERED UNDER SEPARATE
COVER**

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS
FROM: RUTH WRIGHT, FINANCE DIRECTOR
RE: YEAR END RESULTS FOR YEAR ENDED JUNE 30, 2015
DATE: OCTOBER 20, 2015

SUMMARY

The Council will receive information regarding the projected surplus for the year-end, June 30, 2015.

DISCUSSION

Historically, the Council is advised of the prior year General Fund surplus or deficit after the auditors have completed their audit. This year our audit is scheduled for the week of December 16, 2015. In order to provide this information in a timely manner, Finance has prepared a projection of the year end results and is projecting a surplus of approximately \$899,221.

This amount will change slightly due to a few more year end transactions that have not been booked or possibly a fiscal year end adjustment recommended by our auditors. Another staff report will follow after the annual audit and completion of the City's annual financial report.

FISCAL IMPACT

Preliminary projected annual surplus for the year ended June 30, 2015 of \$899,221 for the City's General Fund.

RECOMMENDATION

Provide direction to staff, as necessary.

ATTACHMENTS

City Revenue and Expense for June 30, 2015 compared to the prior year
City Revenue and Expense for June 30, 2015 compared to the budget for same year

CC-11

**CITY OF OROVILLE
REVENUES AND EXPENDITURES
GENERAL FUND**

	Prior Year Actual 13-14	Current Year Actual 14-15	Difference
REVENUES			
Taxes:			
Property taxes	1,605,675	1,920,182	314,507
Sales and use taxes	3,045,776	2,919,095	(126,681)
Sales and use taxes in-lieu	2,119,368	2,231,317	111,949
Transient occupancy taxes	426,190	469,311	43,121
Utility users taxes	1,594,686	1,630,983	36,297
Franchise taxes	513,879	656,824	142,945
Other taxes	66,612	69,097	2,485
License and permits	390,568	418,272	27,704
Fines and forfeitures	85,734	59,945	(25,789)
Interest, rents and concessions	25,869	29,756	3,887
Intergovernmental revenues	117,282	344,483	227,201
Charges for services	340,267	368,565	28,298
Other revenues	148,727	375,603	226,876
TOTAL REVENUES	10,480,633	11,493,433	1,012,800
EXPENDITURES			
Current:			
General Government	2,343,109	2,734,625	391,516
Public Safety	6,905,756	6,894,962	(10,794)
Public Works	240,738	212,853	(27,885)
Streets and Storm Drains	566,271	558,061	(8,210)
Parks and Leisure	692,181	702,133	9,952
Health and Sanitation	890	0	(890)
Housing and Community Development	327,618	365,696	38,078
Capital Outlay	17,785	137,536	119,751
TOTAL EXPENDITURES	11,094,348	11,605,866	511,518
Excess (Deficiency) of Revenues over Expenditures	(613,715)	(112,433)	
OTHER FINANCING SOURCES (USES)			
Transfers in	1,324,253	1,113,176	(211,077)
Transfers out	(23,735)	(101,522)	(77,787)
TOTAL OTHER FINANCING SOURCES (USES)	1,300,518	1,011,654	
NET INCREASE IN FUND BALANCE	686,803	899,221	212,418
LESS ONE TIME PAYMENT TO STATE	(1,852,500)	0	
FUND BALANCE BEGINNING	4,014,794	2,849,097	
FUND BALANCE ENDING	2,849,097	3,748,318	

**CITY OF OROVILLE
REVENUES AND EXPENDITURES
GENERAL FUND**

	Budget 14-15	Actual 14-15	Difference
REVENUES			
Taxes:			
Property taxes	1,531,421	1,920,182	388,761
Sales and use taxes	3,183,504	2,919,095	(264,409)
Sales and use taxes in-lieu	2,163,679	2,231,317	67,638
Transient occupancy taxes	426,190	469,311	43,121
Utility users taxes	1,600,153	1,630,983	30,830
Franchise taxes	633,879	656,824	22,945
Other taxes	66,620	69,097	2,477
License and permits	235,079	418,272	183,193
Fines and forfeitures	52,205	59,945	7,740
Interest, rents and concessions	24,239	29,756	5,517
Intergovernmental revenues	159,965	344,483	184,518
Charges for services	321,680	368,565	46,885
Other revenues	914,411	375,603	(538,808)
TOTAL REVENUES	11,313,025	11,493,433	180,408
EXPENDITURES			
Current:			
General Government	3,470,007	2,734,625	(735,382)
Public Safety	6,957,243	6,894,962	(62,281)
Public Works	259,671	212,853	(46,818)
Streets and Storm Drains	676,556	558,061	(118,495)
Parks and Leisure	725,944	702,133	(23,811)
Health and Sanitation	0	0	0
Housing and Community Development	420,887	365,696	(55,191)
Capital Outlay	1,163,643	137,536	(1,026,107)
TOTAL EXPENDITURES	13,673,951	11,605,866	(2,068,085)
Excess (Deficiency) of Revenues over Expenditures	(2,360,926)	(112,433)	
OTHER FINANCING SOURCES (USES)			
Transfers in	2,245,801	1,113,176	(1,132,625)
Transfers out	(168)	(101,522)	(101,354)
TOTAL OTHER FINANCING SOURCES (USES)	2,245,633	1,011,654	
NET INCREASE IN FUND BALANCE	(115,293)	899,221	
FUND BALANCE BEGINNING	2,849,097	2,849,097	
FUND BALANCE ENDING	2,733,804	3,748,318	

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS
FROM: RUTH WRIGHT, FINANCE DIRECTOR
RE: SENIOR ACCOUNTANT TECHNICIAN POSITION AND JOB DESCRIPTION
DATE: OCTOBER 20, 2015

SUMMARY

The Council may consider the recruitment and approval of a job description for a Senior Accountant Technician position for the Finance Department.

DISCUSSION

The Council approved the funding for a position in the current 2015/16 Budget for the Finance Department.

Since that time, discussions on the best course of action for this position have been considered. A Senior Accountant Technician has been determined to be the best position to fill this need and to build a team that will provide the best service for taxpayers, other departments and to the City.

The Finance Department is in need of a higher technical position that can take on more of the financial reporting responsibilities including budgeting. With the implementation of our new software there is a need to shift some of the burden in the Department to other staff willing to take on more duties. This position will be required to take on more duties and act as a lead position yet not require supervision of other Finance staff members.

Salary schedule for the Senior Accountant Technician is listed below:

	A	B	C	D	E	F	G	H
Senior Accountant Technician	40,177	42,186	44,295	46,510	48,835	51,277	53,840	56,532

FISCAL IMPACT

The salary for this position is included in the 2015/2016 Annual Budget: 001-5010-1500 (Finance).

RECOMMENDATION

Approve the recruitment of Senior Accountant Technician position and approve the corresponding job description.

ATTACHMENT (S)

Senior Accountant Technician Job Description

SENIOR ACCOUNTANT TECHNICIAN

DEFINITION

Performs professional governmental accounting work in accordance with accepted accounting principles and procedures. Maintains complex accounting records, prepares and analyzes financial statements and reports. Coordinates and participates in general department assignments as needed.

SUPERVISION

Receives general direction from the Finance Director.

EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Analyze and evaluate accounting problems, use of independent judgement regarding technical accounting problems.

Knowledge of governmental accounting principles and procedures, including financial reporting, budgeting, grant and cash management.

Management of Capital Assets.

Reviews technical work of co-workers for completeness, accuracy and compliance with established policies and procedures.

Interprets department policies and procedures to employees of other departments as necessary.

Establish and maintain effective working relations with others.

Research, compile, interpret and apply concepts for studies, reports and recommendations.

Assists the Director of Finance in ensuring that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures to ensure sound fiscal control; prepares annual budget requests and ensures effective and efficient use of budgeted funds, personnel, materials, facilities and time.

Assists with the calculation of budget estimates for the annual City budget; performs complex calculations for annual salary / benefit negotiations.

Continuously monitors and evaluates the efficiency and effectiveness of assigned operations; identifies opportunities for improvement; assists in the implementation of changes.

Use of research and ability to analyze transactions to resolve questions and budget problems.

Performs general accounting work as required, including making journal entries, balancing accounts, closing monthly books, reconciling general ledger accounts, processing cash transfers, etc.

Monitors Council resolutions to record approved budget adjustments.

Prepares and/or verifies periodic reports, including grant reports and those mandated by state and federal regulations.

Receives and responds to inquiries, requests for assistance, concerns and complaints regarding department functions and activities.

Assists in preparing state required reports.

Keeps abreast of new trends, legislation and developments in government accounting.

Monitors and assists in investment activities, cash management, and banking relationships as needed in coordination with the elected City Treasurer.

Performs back up support as required, including but not limited to attending meetings, preparing correspondence, entering computer data and preparing spreadsheets and computer-generated reports, copying and filing documents, sending and receiving faxes, answering the telephone, etc.

Other related tasks and duties as required.

MINIMUM QUALIFICATIONS

Knowledge of:

Pertinent federal, state and local laws, codes, ordinances and regulations.

City and department policies and procedures.

Governmental accounting theory, principles and practices.

The use of management information systems and specific applications for financial record-keeping and reporting.

Data processing concepts and procedures pertaining to financial record-keeping operations.

Methods, procedures and controls used in fiscal grant administration.

Budget preparation and administration.

Budgetary, accounting and reporting systems.

Modern office practices and technology, including the use of computers for word and data processing and spreadsheet applications.

Methods and techniques of effective report preparation.

English usage, spelling, grammar and punctuation.

Safe work practices.

Ability to:

Learn, understand, interpret and apply pertinent City policies and procedures, and federal, state and local laws, rules and regulations.

Develop, implement and interpret goals and procedures for providing effective and efficient accounting programs.

Evaluate and interpret accounting, statistical and legal reports and documents.

Analyze problems, identify alternative solutions, determine consequences of proposed actions and implement recommendations in support of goals.

Prepare clear and comprehensive financial statements and reports.

Accurately check, verify and analyze a variety of accounting data and draw sound conclusions.

Establish and maintain accounting records, files and controls.

Keep abreast of trends and requirements in City government financial record-keeping and reporting.

Use computer programs for financial / administrative record-keeping and reporting.

Perform mathematical computations with accuracy.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Education/Experience:

Graduation from an accredited college or university with a Bachelor's degree in accounting, business administration or a closely related field is highly desired.

Or:

Five years of progressive professional technical accounting experience, preferably in a local governmental agency.

Additional Requirements:

Possession of a valid California driver's license.

Ability to be bonded.

TYPICAL WORKING CONDITIONS

Work typically is performed in a normal office environment.

TYPICAL PHYSICAL REQUIREMENTS

Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move objects weighing up to 25 pounds; use of hands handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.

**MONTHLY FINANCIAL
REPORT**

SEPTEMBER 2015

CC-13

**REPORT OF
BUDGETED APPROPRIATIONS
VS.
ACTUAL EXPENDITURES
AND
ACTUAL REVENUES

SEPTEMBER 2015**



CITY OF OROVILLE, CALIFORNIA
FINANCIAL SUMMARY
FOR THE PERIOD ENDED
September 30, 2015

	REVENUES					EXPENDITURES				
	Actual September 2015	YTD	Budget Total Year 2015- 2016	Remaining Budget	% of year Remaining 75%	Actual September 2015	YTD	Budget Total Year 2015- 2016	Remaining Budget	% of year Remaining 75%
CITY DEPARTMENTS										
GENERAL FUND										
City Council	-	-	-	-	-	11,497	34,216	150,976	116,760	77%
Mayor	-	-	-	-	-	2,576	7,733	29,247	21,514	74%
City Attorney	-	-	-	-	-	-	13,367	242,000	228,633	94%
City Clerk	-	-	-	-	-	12,952	35,038	197,767	162,729	82%
Human Resources	-	-	-	-	-	11,002	29,117	139,770	110,653	79%
City Admin.	-	-	-	-	-	-	7,928	8,153	225	3%
Economic Develop./Comm. Enh.	-	-	-	-	-	3,268	14,139	57,997	43,858	76%
Information Technology	-	-	-	-	-	35,093	138,369	396,681	237,689	60%
Finance	21	60	-	(60)	-	47,169	152,701	592,291	439,590	74%
Post Employment Costs	379	1,137	5,500	4,363	79%	3,762	11,285	60,711	49,426	81%
City Treasurer	-	-	-	-	-	2,543	7,629	33,576	25,947	77%
Planning	99,064	103,708	158,517	54,809	35%	14,736	38,880	269,214	230,334	86%
City Hall	602	2,702	-	(2,702)	-	7,596	20,668	94,061	73,393	78%
Arline Rhyne	567	2,236	4,300	2,064	48%	1,634	2,983	6,684	3,701	55%
Fire Department	504	9,598	71,200	61,602	87%	211,065	567,790	2,422,179	1,854,389	77%
Police Department	227,909	809,010	1,242,929	433,919	35%	401,658	1,361,565	5,662,455	4,300,890	76%
Building/Code Enforcement	32,810	95,497	460,000	364,503	79%	134,010	178,063	460,000	281,937	61%
Public Works Admin.	109,866	114,311	157,007	42,696	27%	11,349	35,418	153,094	117,676	77%
Streets/Storm	58,711	108,699	461,278	352,579	76%	124,733	258,249	685,503	505,254	74%
Parks & Trees	1,727	3,604	40,803	37,099	91%	42,415	127,300	672,234	866,744	129%
Pioneer Museum	69	294	1,512	1,219	81%	144	751	5,200	4,449	86%
Bolt's Museum	1,012	1,621	4,500	2,880	64%	1,041	2,641	8,700	6,059	70%
Chinese Temple	1,012	1,310	7,500	6,190	83%	16,221	29,186	24,700	(4,486)	-
Lott Home	110	1,271	8,450	7,180	85%	7,248	14,615	46,400	29,285	63%
State Theater	1,331	3,071	-	(3,071)	-	139	2,006	35,400	33,394	94%
Liability/Property Insurance	-	-	-	-	-	-	238,945	337,283	98,338	29%
Non Departmental*	988,577	1,255,917	10,263,177	9,007,260	88%	69,214	111,787	94,397	(17,390)	-
Totals	1,524,272	2,514,046	12,886,673	10,372,627	80%	1,173,064	3,442,368	12,886,673	9,444,305	73%

* Revenues include Property Tax, Utility Users, Transient Occupancy, Motor Vehicle, and Proceeds of Property Sales. Expenditures include fees for credit card services and charges for Butte County Services.

CITY OF OROVILLE

EXPENSE REPORT ALL BUDGETED FUNDS September 2015

FUND Description	Actual September 2015	Year To Date Actual	Budget Total Year 2015-2016	Remaining Budget	75% of year Remaining Actual to Budget
001 General Fund	1,173,064	3,442,668	12,886,673	9,444,005	73%
100 Comm. Promotion	-	10,000	25,000	15,000	60%
101 Sewer Fund	414,414	659,696	4,043,438	3,383,742	84%
104 SWRCON/FEE FUND	338	338	100	338	338%
105 Drainage Fees	338	338	175,000	174,662	100%
106 Park Dev Fees	3,453	17,795	40,500	22,705	56%
107 NOTTIF	338	338	2,500	2,162	86%
108 Traffic Impact	338	406,433	10,000	(396,433)	-
109 DRAINAGE/CTYWDE	338	338	156,000	155,662	100%
111 LOCAL TRANSP	138,118	138,118	138,026	(92)	-
112 GAXTX RSTP FUND	-	-	566,501	566,501	100%
113 CANINE FUND	39	3,034	5,700	2,666	47%
116 TECH FEE FUND	222	1,065	27,000	25,935	96%
118 SB1186 C/FUND	1	1	40	39	97%
119 RECYCLING FUND	8,732	16,898	40,623	23,725	58%
120 GTx 2107/2107.5	111,134	30,779	100,000	69,221	69%
125 GTx 2106 Fund	70,708	17,965	60,000	42,035	70%
127 Gas Tax 2105	279,492	53,570	250,600	197,030	79%
130 Spec. Aviation	115,028	186,529	576,924	390,395	68%
140 Housing Admin	36,484	93,112	-	(93,112)	-
141 HSG PRG FUND	1,189	5,965	-	(5,965)	-
149 HOME FUND	(80,659)	49,039	-	(49,039)	-
150 CDBG Fund	205,075	398,715	5,163,503	4,764,788	92%
151 EDBG FUND	12,079	66,488	300,000	233,512	78%
155 Asset Seizure	22,000	22,000	-	(22,000)	-
156 Pub Sfty Aug	105,000	105,000	105,000	-	0%
157 SUPPLAWENFORCMT	105,000	105,000	105,000	-	0%
158 L.L.E.BLOCK GRT	39,020	41,279	184,100	142,821	78%
159 LAW ENF.IMP.FEE	338	338	2,500	2,162	86%
160 MISC FUND	1,644	(9,455)	100,250	109,705	109%
163 FIRE SUP IMPFEE	5,990	5,990	4,500	(1,490)	-
166 GRANT-FIRE FUND	24,826	77,470	191,805	114,335	60%
168 PEG FEE FUND	1,129	1,129	-	(1,129)	-
169 GEN GOVT DEVIMP	338	338	2,000	1,662	83%
184 LLMD ALL ZONES	2,481	9,321	43,712	34,391	79%
185 BAD ALL ZONES	168	1,846	11,806	9,960	84%
186 WESTSIDEPUB/S/F	80	80	800	720	90%
187 PUB/SAFETY SERV	80	80	400	320	80%
190 SUPPBENEFITFUND	8,094	58,756	186,454	127,698	68%
198 RDA General	1,176,378	1,242,119	1,966,986	724,867	37%
230 CITY DEBT SERV	-	735,346	726,806	(8,540)	-
305 Equip Replcmnt	80	80	123,115	123,035	100%
307 CAPITAL PROJ	55,881	518,395	-	(518,395)	-
410 Local Transit	1,108	143,780	566,501	422,721	75%
440 BUSINESS DEVCTR	1,227	2,392	17,000	14,608	86%
450 CTY/HOUSG EDRLF	325	(50)	130,000	130,050	100%
451 CDBG EcoDev RLF	977	3,512	687	(2,825)	-
453 MICRO-ENP RLF	141,345	445,077	5,868,558	5,423,481	92%
454 CAL-HOME RLF	-	-	52,000	52,000	100%
458 RBEG	-	-	7,980	7,980	100%
520 Stores Revolv.	23,680	25,054	49,000	23,946	49%
540 Veh Maint Fund	53,816	131,936	490,403	358,467	73%
550 Wrkrs Comp.	111,146	171,488	486,767	315,279	65%
552 UNEMP-SELF INS	30,080	30,080	45,000	14,920	33%
555 SELF INS VISION	16,339	19,189	45,500	26,311	58%
Total All Funds	4,418,831	9,486,792	36,082,758	26,596,541	74%

CITY OF OROVILLE

REVENUE REPORT ALL BUDGETED FUNDS SEPTEMBER 2015

FUND Description	Actual September 2015	Year To Date Actual	Budget Total Year 2015-2016	Remaining Budget	75% of year Remaining Actual to Budget
001 General Fund	1,524,372	2,514,146	12,886,673	10,372,527	80%
100 Comm. Promotion	11,000	11,002	13,500	2,498	19%
101 Sewer Fund	(811)	428	3,595,127	3,594,699	100%
104 SWRCON/FEE FUND	-	-	50,188	50,188	100%
105 Drainage Fees	-	-	4,350	4,350	100%
106 Park Dev Fees	-	-	45,112	45,112	100%
107 NOTTIF	-	-	84	84	100%
108 Traffic Impact	-	-	73,831	73,831	100%
109 DRAINAGE/CTYWDE	-	-	75,350	75,350	100%
111 LOCAL TRANSP	-	-	50	50	100%
112 GAXTX RSTP FUND	-	168,818	547,711	378,893	69%
113 CANINE FUND	-	2	8,523	8,521	100%
116 TECH FEE FUND	2,273	7,775	25,071	17,296	69%
118 SB1186 C/FUND	21	55	1,203	1,148	95%
119 RECYCLING FUND	-	-	22,250	22,250	100%
120 GTx 2107/2107.5	16,034	30,779	100,000	69,221	69%
125 GTx 2106 Fund	11,708	17,965	60,030	42,065	70%
127 Gas Tax 2105	28,892	53,570	250,641	197,071	79%
130 Spec. Aviation	55,148	187,100	485,561	298,461	61%
140 Housing Admin	52,343	89,368	-	(89,368)	-
141 HSG PRG FUND	7,330	22,064	-	(22,064)	-
149 HOME FUND	157	128,943	-	(128,943)	-
150 CDBG Fund	119,564	401,906	5,161,201	4,759,295	92%
151 EDBG FUND	12,079	66,488	300,000	233,512	78%
155 Asset Seizure	-	-	40	40	100%
156 Pub Sfty Aug	-	-	100,000	100,000	100%
157 SUPPLAWENFORCMT	-	10,039	95,024	84,985	89%
158 L.L.E.BLOCK GRT	9,392	13,337	176,000	162,664	92%
159 LAW ENF.IMP.FEE	-	-	5,050	5,050	100%
160 MISC FUND	10,643	24,820	100,000	75,180	75%
163 FIRE SUP IMPFEE	-	-	2,550	2,550	100%
166 GRANT-FIRE FUND	-	-	191,805	191,805	100%
168 PEG FEE FUND	-	-	18,130	18,130	100%
169 GEN GOVT DEVIMP	-	-	6,515	6,515	100%
184 LLMD ALL ZONES	-	-	15,513	15,513	100%
185 BAD ALL ZONES	-	-	77	77	100%
186 WESTSIDE PUB/S/F	-	-	58,280	58,280	100%
187 PUB/SAFETY SERV	-	-	58,150	58,150	100%
190 SUPPBENEFITFUND	-	2	135,021	135,019	100%
198 RDA General	91,880	94,033	1,351,200	1,257,167	93%
230 CITY DEBT SERV	120,585	247,525	851,874	604,349	71%
305 Equip Replcmnt	-	-	300	300	100%
307 CAPITAL PROJ	4,950	4,950	-	(4,950)	300
395 2004 CONST.BOND	-	-	3,167	3,167	100%
396 BOND FUND 2001	-	-	416	416	100%
410 Local Transit	207,984	209,999	686,904	476,905	69%
440 BUSINESS DEVCTR	879	2,863	-	(2,863)	-
450 CTY/HOUSG EDRLF	1,954	9,693	130,047	120,354	93%
451 CDBG EcoDev RLF	977	3,512	-	(3,512)	-
453 MICRO-ENP RLF	86,389	149,615	577,000	427,385	74%
454 CAL-HOME RLF	48,153	73,424	52,200	(21,224)	-
455 HOME Hsg RLF	157	44,273	400	(43,873)	-
458 RBEG	500	1,289	-	(1,289)	-
460 City RLF	-	-	80	80	100%
520 Stores Revolv.	1,992	6,919	29,000	22,081	76%
540 Veh Maint Fund	44,201	144,404	493,948	349,544	71%
550 Wrkrs Comp.	35,221	87,824	421,961	-	-
552 UNEMP-SELF INS	2,850	8,275	30,100	-	-
555 SELF INS VISION	3,519	10,293	40,000	-	-
Total All Funds	2,512,337	4,847,497	29,337,208	24,104,043	82%