



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**NOVEMBER 3, 2015**  
**CLOSED SESSION 5:00 P.M.**  
**OPEN SESSION 6:00 P.M.**  
**AMENDED 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.6 AND 7)**

### **RECONVENE TO OPEN SESSION**

### **OPEN SESSION (6:00 P.M.)**

#### **PLEDGE OF ALLEGIANCE**

#### **PROCLAMATION / PRESENTATION**

*Oaths of Office for Municipal Law Enforcement Officers, Fire Engineer, Lieutenants and Sergeants*

Proclamation recognizing **November 2015** as *Homeless and Runaway Youth Awareness Month*

Presentation by **Sandy Linville, Oroville Area Chamber of Commerce**, relating to the *Oroville Economic Index and Business Confidence Survey*

Presentation by **Anthony Thomas** relating to *Space Based Weapons* and *Chemical Trails*

#### **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 20, 2015 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

**Successor Agency:**

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

The Council may consider recommending approval of the Sale and Purchase Agreements to the Oversight Board for the Successor Agency of the City of Oroville of four former Oroville Redevelopment Agency properties pursuant to the Long-Range Property Management Plan, approved by the State Department of Finance. **(Rick Farley, RDA Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 15-14 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON TO SIGN A RESOLUTION RECOMMENDING TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF OROVILLE THAT THE FOUR (4) PROPERTIES: 2044, 2060 AND 2062 MONTGOMERY STREET, AND 1305 MYERS STREET BE SOLD FOR THE APPRAISED VALUE.**

**Finance Department:**

3. **PURCHASE OF COST ALLOCATION SOFTWARE FROM COSTTREE, LLC** – staff report

The Council will receive information regarding the recent purchase of CostTree, LLC. cost allocation software. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Information only.**

**Community Development Department:**

4. **TREE REMOVAL AT ORO DAM BOULEVARD AND ACACIA AVENUE** – staff report

The Council may consider the removal of a Chinese Pistache tree at Oro Dam Boulevard and Acacia Avenue. **(Wade Atteberry, Parks and Trees Supervisor and Donald Rust, Director of Community Development)**

Council Action Requested: **Direct staff to remove the Chinese Pistache tree at Oro Dam Boulevard and Acacia Avenue.**

5. **RATIFICATION OF TIRE-DERIVED PRODUCT GRANT APPLICATION** – staff report

The Council may consider ratifying the submission of a Tire-Derived Product Grant Application to CalRecycle on October 14, 2015, in the amount of \$62,965. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8440 – A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING TO THE CALRECYCLE FISCAL YEAR 2015/2016 TIRE-DERIVED GRANT APPLICATION, IN THE AMOUNT OF \$62,965.**

**Business Assistance & Housing Development Department:**

6. **PROFESSIONAL SERVICES AGREEMENT WITH ROY L. HASTINGS & ASSOCIATES, LLC** – staff report

The Council may consider a Professional Services Agreement with Roy L. Hastings & Associates, LLC., in the amount of \$5,000, for Labor Standards Monitoring Services relating to the Oroville Municipal Auditorium Heating and Colling Repairs Project. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8441 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROY L. HASTINGS & ASSOCIATES, IN THE AMOUNT OF \$5,000, FOR LABOR STANDARDS MONITORING SERVICES RELATING TO THE OROVILLE MUNICIPAL AUDITORIUM HEATING AND COOLING REPAIRS PROJECT – (Agreement No. 3155).**

**PUBLIC HEARINGS** - None

**REGULAR BUSINESS**

**Public Safety Department:**

7. **UN-FREEZING POLICE OFFICER POSITION** - staff report

The Council may consider un-freezing a Police Officer position and authorizing staff to fill the position. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested:

1. **Authorize staff to recruit and hire a Police Officer position; and**
2. **Approve Supplemental Appropriation No. 2015/2016-1103-XX.**

8. **FIRE INSPECTOR POSITION** - staff report

The Council may consider the implementation of a Fire Inspector position for the Fire Department to complete State Fire Marshal required annual fire inspections and annual weed abatement inspections. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested:

1. **Authorize staff to recruit and hire a Fire Inspector position; and**
2. **Approve Supplemental Appropriation No. 2015/2016-1103-XX.**

**Finance Department:**

9. **ACCOUNTS RECEIVABLE WRITE-OFFS** - staff report

The Council may consider uncollectable account receivables for write-off, including which year to apply the write-off. **(Ruth Wright, Director of Finance)**

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

**10. REPORT OF INVESTMENTS FOR SEPTEMBER 2015 – report attached**

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

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

**Community Development Department:**

**11. REIMBURSEMENT FROM PACIFIC GAS AND ELECTRIC COMPANY – staff report**

The Council may consider accepting a reimbursement in the amount of \$6,841, from Pacific Gas & Electric Company, for asphalt paving at the Table Mountain Boulevard Roundabout Project. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Accept the reimbursement in the amount of \$6,841, from Pacific Gas & Electric Company for asphalt paving at the Table Mountain Boulevard Roundabout Project, and direct staff to deposit into the Table Mountain Boulevard Roundabout Project Construction Fund.**

**12. TABLE MOUNTAIN GOLF CLUB FEE WAIVER – staff report**

The Council may consider a request from the Table Mountain Golf Club for a waiver of City fees associated with the projects described in the November 3, 2015 staff report. **(Luis Topete, Associate Planner, and Donald Rust, Director of Community Development)**

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

**13. “WELCOME TO OROVILLE” DIGITAL DISPLAY SIGN PUBLIC FACILITY LEASE AGREEMENT – STOTT OUTDOOR ADVERTISING – staff report**

The Council may consider a Lease Agreement with Stott Outdoor Advertising to lease City-owned property located at the northwest corner of the intersection of Georgia Pacific Road and Feather River Boulevard, just east of the Highway 70 (Caltrans) right-of-way, for the installation, operation, maintenance, and marketing of a digital display sign. **(Luis Topete, Associate Planner, and 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 LEASE AGREEMENT WITH STOTT OUTDOOR ADVERTISING FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND MARKETING OF A DIGITAL DISPLAY SIGN ON CITY-OWNED PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION AT GEORGIA PACIFIC ROAD AND FEATHER RIVER BOULEVARD – (Agreement No. 3147).**

**14. ATTENDANCE TO POST-REDEVELOPMENT SEMINAR – staff report**

The Council may consider directing staff to attend a post-redevelopment seminar aimed at examining the current programs and strategies available for development finance in post-redevelopment California and how communities can achieve the goals of redevelopment with available authorities and financing opportunities, as well as discuss promising new strategies. **(Donald Rust, Director of Community Development)**

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

**15. MESA AVENUE STORMWATER DRAINAGE IMPROVEMENTS – staff report**

The Council may consider a Resolution making findings and consider the award of an Emergency Construction Contract to the lowest bidder, Duke Sherwood Construction, Inc., in the amount of \$13,802, for the Mesa Avenue Alley Stormwater Drainage Improvements Project. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested:

1. **Adopt Resolution No. 8442 – A RESOLUTION OF THE OROVILLE CITY COUNCIL MAKING FINDINGS THAT THE MESA AVENUE ALLEY STORMWATER DRAINAGE IMPROVEMENT PROJECT CONSTITUTES AN EMERGENCY REQUIRING THE EXECUTION OF AN EMERGENCY CONTRACT; AND**
2. **Adopt Resolution No. 8443 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMERGENCY CONTRACT WITH THE LOWEST BIDDER, DUKE SHERWOOD CONTRACTING, INC., IN THE AMOUNT OF \$13,802, FOR THE MESA AVENUE ALLEY STORMWATER DRAINAGE IMPROVEMENTS PROJECT – (Agreement No. 3156); AND**
3. **Authorize a 10% contract contingency of \$1,380 to only be used for unanticipated and legitimate change orders.**

**16. APPOINTING AN AD HOC SUB-COMMITTEE TO COMPLETE AN URBAN FOREST MANAGEMENT PLAN, VEGETATION MANAGEMENT PLAN, AND AMEND THE EXISTING TREE ORDINANCE AND OTHER RELEVANT CITY MUNICIPAL CODE SECTIONS – staff report**

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

Council Action Requested:

1. **Direct staff to complete the Urban Forest Management Plan, amendments to the existing Tree Ordinance and other relevant code sections, and a new Vegetation Management Plan for the areas along the Feather River and bring back to the Council review and adoption;**
2. **Appoint three (3) City Council members to the ad hoc sub-committee; and**
3. **Appoint the following to the ad hoc sub-committee to oversee, provide input, and help draft the documents and ordinance amendments:**
  - **Two (2) Park Commissioners, to be appointed at the November 9, 2015 Park Commission meeting**
  - **Four (4) local citizens**
  - **City Staff - Wade Atteberry, Luis Topete, Gary Layman and Donald Rust.**

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

## CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

### Activity Reports:

- Finance Department
- Public Safety Department

### Discussion:

- State of the City
- Samuel Norris Award
- Non-Profit Fee Waiver Policy
- City & Private Property Drainage Issues

## CORRESPONDENCE

- California Water Service Company, received October 21, 2015
- Butte County Mosquito & Vector Control District, received October 19, 2015
- Butte County Mosquito & Vector Control District, received October 21, 2015
- James Lenhoff, Oroville Heritage Council, received October 28, 2015

## HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

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

## CLOSED SESSION

The Council will hold a Closed Session on the following:

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

5. Pursuant to Government Code section 54956.9(d), the Council will meet with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

## **ADJOURNMENT**

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, November 17, 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 20, 2015 – 5:00 P.M.**

---

The agenda for the October 20, 2015, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at [www.cityoforoville.org](http://www.cityoforoville.org) on Thursday, October 15, 2015, at 10:25 a.m.

The October 20, 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:**

---

Ruth Wright, Director of Finance  
Rick Walls, Interim City Engineer  
Jamie Hayes, Assistant City Clerk  
Bob Marciniak, SBF Program Specialist  
Gil Zarate, Police Lieutenant  
Amy Bergstrand, Management Analyst III

Scott Huber, City Attorney  
Karolyn Fairbanks, Treasurer  
Allen Byers, Assistant Police Chief  
Gary Layman, Chief Building Official  
Rick Farley, Business Asst. Coordinator  
Dean Hill, Assistant Fire Chief

---

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Dahlmeier.

**PROCLAMATION / PRESENTATION**

Mayor Dahlmeier presented Roxanne Schilling with a Proclamation recognizing October 18 – 24, 2015 as Freedom from Workplace Bullies Week.

**RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS** - None

**CONSENT CALENDAR**

A motion was made by Council Member Pittman, seconded by Council Member Berry, to approve the following Consent Calendar, with exception to item no. 7 and 8:

1. **APPROVAL OF THE MINUTES OF OCTOBER 6, 2015 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

**2. STREAMLINE SOLAR PERMITTING – staff report**

The Council considered 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.**

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

The Council received 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 considered 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).**

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

The Council, serving as the Supplemental Benefits Fund Administrator, considered 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, considered 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. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

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

The motion was passed by the following vote:

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

**ITEMS REMOVED FROM THE CONSENT CALENDAR**

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

The Council, serving as the Supplemental Benefits Fund Administrator, considered 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)**

At the request of Council Members Berry and Hatley, this item was pulled for comments and questions, which were addressed by staff.

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

**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).**

The motion was passed by the following vote:

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

**8. ATTENDANCE TO FINANCE OFFICERS CONFERENCES – staff report**

The Council considered 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)**

This item was removed from the Consent Calendar at the request of Council Member Berry, for comments.

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

**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.**

The motion was passed by the following vote:

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

**PUBLIC HEARINGS** - None

**REGULAR BUSINESS**

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

The Council considered 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)**

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

**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, 2017 AND TO CARRY OVER A BALANCE OF \$24,525 – (Agreement No. 1857-7).**

The motion was passed by the following vote:

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

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

The Council considered the 1<sup>st</sup> Quarter Budget review and adjustments relating to July 1 – September 30, 2015. **(Ruth Wright, Director of Finance)**

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

**Approve the 1<sup>st</sup> Quarter Budget review and adjustments, as indicated in the October 20, 2015 staff report.**

The motion was passed by the following vote:

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

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

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

No action was taken on this item.

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

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

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

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

The motion was passed by the following vote:

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

Noes: Council Member Simpson

Abstain: None

Absent: None

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

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

The Council acknowledged receipt of the September 2015 Monthly Financial Report.

**SUCCESSOR AGENCY** - None

**MAYOR/ COUNCIL REPORTS**

Council Member Del Rosario reported on her attendance to the League of California Cities Conference. Council Member Del Rosario introduced the idea of utilizing cap and trade funds to construct low/no income housing within the City for the homeless community.

Council Member Pittman reported on a meeting with the Oroville Rescue Mission addressing the community's homeless issues. In addition, Council Member Pittman also reported his attendance to the Chamber of Commerce Board of Directors meeting, and a meeting with local legislatures and the California Water Board to discuss the North State's Water issues and effects.

Finally, Council Member Pittman reported on a tour of the Butte County Mosquito & Vector Control District (District), with guests from Liberia, hosted through the Oroville Noon Rotary Club. Council Member Pittman announced that the District has committed to an outreach program to deliver mosquito fish to Liberia.

## **CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

Ruth Wright, Director of Finance, gave a brief report regarding staff's attendance to a Laserfiche workshop.

**CORRESPONDENCE** - None

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

Cheri Bunker, Oroville Economic Development Corporation, invited the Council to attend an upcoming Lunch and Learn Seminar on October 28, 2015, with guest speaker, Bill LaGrone, Director of Public Safety to discuss the community's homeless issues.

Stu Shaner, Veterans' Memorial Park Committee, thanked the Council for contributing to the Oroville Veterans' Memorial Park and announced that the veteran tiles purchased by contributors have been ordered in anticipation of the placement of them onto the future memorial wall.

## **CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.95, the Council met 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 met 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 met with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

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

## **ADJOURNMENT**

The meeting was adjourned at 6:59 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, November 3, 2015, at 5:00 p.m.

---

Donald Rust, Acting City Clerk

---

Linda L. Dahlmeier, Mayor

**OROVILLE SUCCESSOR AGENCY  
STAFF REPORT**

**TO: SUCCESSOR AGENCY CHAIRPERSON AND COMMISSIONERS**

**FROM: RICK FARLEY, RDA COORDINATOR (538-4307);  
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: PURCHASE AND SALE AGREEMENTS OF FORMER OROVILLE  
REDEVELOPMENT AGENCY PROPERTIES**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider recommending approval of the Sale and Purchase Agreements to the Oversight Board for the Successor Agency of the City of Oroville (OB) of four former Oroville Redevelopment Agency (RDA) properties pursuant to the Long-Range Property Management Plan (LRPMP), approved by the State Department of Finance (DOF).

**DISCUSSION**

The Oroville Successor Agency, Oversight Board and the DOF reviewed and approved the LRPMP.

***Long Range Property Management Plan***

The former Oroville Redevelopment Agency ("Agency") is the owner of record on the title for ten (10) properties in Oroville.

As stated in the LRPMP:

- Six of these ten properties, 750 Montgomery Street, 2044, 2060 and 2062 Montgomery, 1330 Downer Street, 1305 Myers Street, are proposed to be sold by the Successor Agency with the proceeds of the sale will be distributed to taxing entities by the Butte County Auditor-Controller in accordance with the Dissolution Act. Four of these are the properties the SA is addressing at this time. They are: 2044, 2060, and 2062 Montgomery Street and 1305 Myers Street.
- Two properties that are referred to as the Gateway Properties (035-290-003 and 035-290-039) are vacant land and have been transferred to the City for future development. Compensation agreements with the taxing entities will need to be entered into for these two properties in accordance with the Dissolution Act.

This transfer of these two properties to the City was completed on July 15, 2015.

*CC-2*

- Two properties, Olive Highway Property No. 1, Olive Highway Property No. 2 are vacant lots and are proposed to be sold by the Successor Agency to the City of Oroville. The proceeds of the sales will be distributed to taxing entities by the Butte County Auditor-Controller in accordance with the Dissolution Act.

The four properties being recommended to the Oversight Board for sale at this time for their appraised value are summarized as follows:

Property	APN	Buyer	Appraised Value	Sales Price	LRPMP NO.
2044 Montgomery	012-032-011	Johnson Family Tr	\$22,000	\$22,000	5
2060 Montgomery	012-032-010	Johnson Family Tr	\$22,000	\$22,000	4
2062 Montgomery	012-032-009	Johnson Family Tr	\$18,000	\$18,000	3
1305 Myers St.	012-035-015	Vandervort & Parks	\$68,000	\$68,000	8
<b>Totals</b>			<b>\$130,000</b>	<b>\$130,000</b>	

### **FISCAL IMPACT**

The pre-disposition costs related to the sales of these properties is included as an obligation on the Recognized Obligation Payment Schedule (ROPS) 15-16A under Items 24 and 25 for Property Disposition by Successor Agency. The revenues from the sales will be distributed to the taxing entities by the Butte County Auditor-Controller.

### **RECOMMENDATION**

Adopt Resolution No. 15-14 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON TO SIGN A RESOLUTION RECOMMENDING TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF OROVILLE THAT THE FOUR (4) PROPERTIES: 2044, 2060 AND 2062 MONTGOMERY STREET, AND 1305 MYERS STREET BE SOLD FOR THE APPRAISED VALUE.

### **ATTACHMENTS**

Resolution No. 15-14  
Property Information

**OROVILLE SUCCESSOR AGENCY  
RESOLUTION NO. 15-14**

**A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON TO SIGN A RESOLUTION RECOMMENDING TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF OROVILLE THAT THE FOUR (4) PROPERTIES: 2044, 2060 AND 2062 MONTGOMERY STREET, AND 1305 MYERS STREET BE SOLD FOR THE APPRAISED VALUE**

**BE IT HEREBY RESOLVED** by the Oroville Successor Agency as follows:

1. The Chairperson is hereby authorized and directed to execute a Resolution between the Oroville Successor Agency and the Oversight Board recommending that the four properties: 2044, 2060 and 2062 Montgomery Street, and 1305 Myers Street be sold for the appraised value.
2. The Oroville Successor Agency Chairperson is hereby authorized to sign the deed and escrow documents related to the sale of these properties.
3. The Secretary shall attest to the adoption of this Resolution

**PASSED AND ADOPTED** by the Oroville Successor Agency at a regular meeting on November 3, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Chairperson

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, Agency Counsel

Donald Rust, Acting Secretary

**2044 MONTGOMERY STREET (PROPERTY 5)**

**Address:** 2044 Montgomery Street  
**APN:** 012-032-010  
**Lot Size:** 0.15 acres  
**Acquisition Date:** July 14, 2004  
**Value at Time of Purchase:** \$11,500  
**Purpose of Acquisition:** 2062, 2060 and 2044 Montgomery Street were offered in a tax sale by the Butte County Tax Collector's Office due to delinquent property taxes on June 24, 2004. At that time, redevelopment agencies were eligible to acquire tax-defaulted properties without the necessity of bidding at a public auction. In order to help eliminate blight and further improve the Downtown core, the properties were acquired by the Redevelopment Agency through the County tax-defaulted properties.

**Property Type (DOF Category)** Commercial  
**Property Type (City Proposed)** Sale of Property  
**Current Zoning:** MXD, Downtown Mixed Use  
**Estimated Current Value:** **\$22,000 based on the 12-4-14 appraisal**  
**Environmental History:** The property was previously included in Brownfield Priority List for US EPA community-wide Brownfields Assessment Grant Program.

**Advancement of Planning Objectives:** Eliminate blight and commercial development in the Downtown core.  
**Permissible Use:** *Sale of property with the revenues from the sales to be distributed to the taxing entities.*

**Aerial Photo:**



**2060 MONTGOMERY STREET (PROPERTY 4)**

**Address:** 2060 Montgomery Street

**APN:** 012-032-010

**Lot Size:** 0.14 acres

**Acquisition Date:** July 14, 2004

**Value at Time of Purchase:** \$11,500

**Purpose of Acquisition:** 2062, 2060 and 2044 Montgomery Street were offered in a tax sale by the Butte County Tax Collector's Office due to delinquent property taxes on June 24, 2004. At that time, redevelopment agencies were eligible to acquire tax-defaulted properties without the necessity of bidding at a public auction. In order to help eliminate blight and further improve the Downtown core, the properties were acquired by the Redevelopment Agency through the County tax-defaulted properties.

**Property Type (DOF Category)** Commercial

**Property Type (City Proposed)** Sale of Property

**Current Zoning:** MXD, Downtown Mixed Use

**Estimated Current Value:** **\$22,000 based on the 12-4-14 appraisal**

**Environmental History:** The property was previously included in Brownfield Priority List for US EPA community-wide Brownfields Assessment Grant Program.

**Advancement of Planning Objectives:** Eliminate blight and commercial development in the Downtown core.

**Permissible Use:** **Sale of property with the revenues from the sales to be distributed to taxing entities.**

**Aerial Photo:**



**2062 MONTGOMERY STREET (PROPERTY 3)**

**Address:** 2062 Montgomery Street

**APN:** 012-032-009

**Lot Size:** 0.11 acres

**Acquisition Date:** July 14, 2004

**Value at Time of Purchase:** \$9,000

**Purpose of Acquisition:** 2062, 2060 and 2044 Montgomery Street were offered in a tax sale by the Butte County Tax Collector's Office due to delinquent property taxes on June 24, 2004. At that time, redevelopment agencies were eligible to acquire tax-defaulted properties without the necessity of bidding at a public auction. In order to help eliminate blight and further improve the Downtown core, the properties were acquired by the Redevelopment Agency through the County tax-defaulted properties.

**Property Type (DOF Category)** Commercial

**Property Type (City Proposed)** Sale of property

**Current Zoning:** MXD, Downtown Mixed Use

**Estimated Current Value:** **\$18,000 based on the 12-4-14 appraisal**

**Environmental History:** The property was previously included in Brownfield Priority List for US EPA community-wide Brownfields Assessment Grant Program.

**Advancement of Planning Objectives:** Eliminate blight and commercial development in the Downtown core.

**Permissible Use:** **Sale of property with the revenues from the sales to be distributed to taxing entities.**

**Aerial Photo:**



**1305 MYERS STREET (PROPERTY 8)**

**Address:** 1305 Myers Street  
**APN:** 012-035-015  
**Lot Size:** 0.24 acres  
**Acquisition Date:** October 5, 1998  
**Value at Time of Purchase:** \$55,000  
**Purpose of Acquisition:** Acquired from the City of Oroville for purposes consistent with the Redevelopment Plan.  
**Property Type (DOF Category)** Commercial  
**Property Type (City Proposed)** Sale of Property  
**Current Zoning:** MXD, Downtown Mixed Use  
**Estimated Current Value:** **\$68,000 based on the 12-4-14 appraisal**  
**Environmental History:** None.  
**Advancement of Planning Objectives:** Eliminate blight and commercial development in the Downtown core.  
**Permissible Use:** **Sale of property with the revenues from the sales to be distributed to taxing entities.**  
**Aerial Photo:**



**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RUTH WRIGHT, FINANCE DIRECTOR**

**RE: PURCHASE OF COST ALLOCATION SOFTWARE FROM  
COSTTREE, LLC**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council will receive information regarding the recent purchase of CostTree, LLC. cost allocation software.

**DISCUSSION**

On September 15, 2015, the Council approved the purchase of cost allocation software. It was recommended by staff to purchase this software as the price was a quarter of the cost the City was paying to consultants.

So much staff time was already going into providing information to the consultants that it would be cost effective to put the time into entering the information into software that would give us the same results. The software is web based so there are no hardware costs or concerns.

**FISCAL IMPACT**

The total cost is \$4,000/per year for the software. The cost has been allocated per the previous cost allocation analysis study. An encumbrance of \$2,403 was released on the contract with consultants. The impact to the General Fund for the current year was less than \$1,000.

**RECOMMENDATION**

Information only.

**ATTACHMENTS**

None

CC-3

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: WADE G. ATTEBERRY, PARKS AND TREES SUPERVISOR;  
DONALD RUST, DIRECTOR (530) 533-2433  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: TREE REMOVAL AT ORO DAM BOULEVARD AND ACACIA AVENUE**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider the removal of a Chinese Pistache tree at Oro Dam Boulevard and Acacia Avenue.

**DISCUSSION**

There is a Chinese Pistache tree growing in a tree well on Oro Dam Boulevard at the Southwest corner of Acacia Avenue. The tree is completely blocking the new traffic signal that was installed for the intersection.

Chinese Pistache have been identified to do significant damage to hardscape when planted in inappropriate locations. Several years ago, staff removed two (2) Chinese Pistache trees at that location because of the significant damage they were doing to the sidewalk and curb. Staff planted new trees behind sidewalk. The remaining tree at the location was left so the corner wouldn't look so barren with all trees being removed. The thought was to plant new trees behind the sidewalk that wouldn't do damage to infrastructure. As the new trees have matured, and a new traffic signal has been installed, staff believes now is the appropriate time for the removal of the tree in question.

**FISCAL IMPACT**

Staff time and use of City equipment for the removal and disposal of the tree.

**RECOMMENDATIONS**

Direct staff to remove the Chinese Pistache tree at Oro Dam Boulevard and Acacia Avenue.

**ATTACHMENTS**

None

CC-4

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: RATIFICATION OF THE TIRE-DERIVED PRODUCT GRANT  
APPLICATION**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider ratifying the submission of a Tire-Derived Product Grant Application to CalRecycle on October 14, 2015, in the amount of \$62,965.

**DISCUSSION**

Staff is requesting that the Council ratify the Tire-Derived Product Grant Application that was submitted to CalRecycle on October 14, 2015, in the amount of \$62,965. On January 6, 2015, the Council approved Resolution No. 8310, authorizing the submittal of applications for all CalRecycle grants for which the City of Oroville is eligible for a duration of five years from the date of adoption. CalRecycle has made a total of \$675,000 available state-wide for this grant solicitation subject to funding availability. \$150,000 is the maximum available for individual grants. The grant term is for two years and the project must be completed and the final request for reimbursement made to CalRecycle no later than April 1, 2018. However, if the City's Grant Application is approved, staff expects to be able to complete the projects by July 30, 2016.

Staff proposes to remove existing deteriorated natural bark material from the landscape planters in (6) locations (Oroville Airport FBO, Centennial Cultural Center, Grayhawk Estates, Bolt's Antique Tool Museum, Park & Ride, and City Hall) and replace with tire derived products (nuggets). The purpose is to install rubber nuggets/mulch for use in landscape applications to conserve and reduce the use of water as 20% reductions (28% in east Oroville) have been mandated by the State of California. Landscape planters are to receive the tire derived materials at approximately 2-3 inches deep in each location. The estimated cost of the 78 tons of material for all locations is \$62,965. If the Grant Application is successful, the City will go out to bid for the material but an estimated cost and Tire-Derived Product (TDP) certification from a supplier were required to be submitted with the grant application.

**FISCAL IMPACT**

No impact to the General Fund.

**RECOMMENDATIONS**

Adopt Resolution No. 8440 – A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING TO THE CALRECYCLE FISCAL YEAR 2015-2016 TIRE-DERIVED GRANT APPLICATION IN THE AMOUNT OF \$62,965.

**ATTACHMENT(S)**

Resolution No. 8440  
Resolution No. 8310

**CITY OF OROVILLE  
RESOLUTION NO. 8440**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL DOCUMENTS RELATING TO THE CALRECYCLE FY 2015-2016 TIRE-DERIVED GRANT APPLICATION IN THE AMOUNT OF \$62,965.**

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

- a. The Council hereby ratifies all documents relating to the CalRecycle Fiscal Year 2015-2016 Tire-Derived Product Grant.
- b. That the Mayor, or her designee, is hereby authorized and empowered to execute on behalf of the City of Oroville all Grant-related documents, including, but not limited to, applications, payment requests, agreements, and amendments necessary to secure grant funds and to implement the approved grant project; and
- c. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on November 3, 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

**CITY OF OROVILLE  
RESOLUTION NO. 8310**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE  
SUBMITTAL OF APPLICATIONS FOR ALL CALRECYCLE GRANTS FOR  
WHICH THE CITY OF OROVILLE IS ELIGIBLE TO APPLY FOR**

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

**WHEREAS**, Public Resources Code sections 40000 et seq. authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in the furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, in furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

**WHEREAS**, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

**NOW, THEREFORE, BE IT RESOLVED** the City of Oroville authorizes the submittal of application(s) to CalRecycle for all grants for which the City of Oroville is eligible; and

**BE IT FURTHER RESOLVED** that the Mayor or City Administrator or his/her designee is hereby authorized and empowered to execute in the name of the City of Oroville all grant documents, including but not limited to, applications, agreements, amendments and requests for payment necessary to secure grant funds and implement the approved grant project(s); and

**BE IT FURTHER RESOLVED** these authorizations are effective for (5) five years from the date of adoption of this Resolution.

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

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on January 6, 2015 by the following vote:

/

/

/

/

/

AYES: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: None

ABSTAIN: None

ABSENT: None

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

APPROVED AS TO FORM:

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

ATTEST:

  
\_\_\_\_\_  
Randy Murphy, City Clerk

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**RE: PROFESSIONAL SERVICES AGREEMENT WITH ROY L. HASTINGS &  
ASSOCIATES, LLC.**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider a Professional Services Agreement with Roy L. Hastings & Associates, LLC., in the amount of \$5,000, for Labor Standards Monitoring Services relating to the Oroville Municipal Auditorium Heating and Cooling Repairs Project.

**DISCUSSION**

Staff mailed a Request for Proposal (RFP), to fourteen (14) companies on September 30, 2015, to provide Labor Standards Monitoring Services for the Municipal Auditorium Heating and Cooling Repairs.

By October 23, 2015, the City received two (2) bids. Each bid was reviewed for prior experience and lowest price. The proposed bids are summarized below:

<b>Bidder</b>	<b>Total Bid Price</b>
R. L Hastings and Associates Placerville, CA	\$5,000
Sylvir Consulting, Inc.	\$5,500

Additionally, staff received an email from Certified Payroll Solutions declining to submit a bid at this time.

Staff is recommending awarding the Professional Services Agreement to Roy L. Hastings & Associates, LLC. for their lowest bid amount and vast labor standards monitoring experience with more than 58 federal and state labor standards projects and their familiarity with the City of Oroville.

## **FISCAL IMPACT**

Appropriation is available in the 2014/2015 Housing Related Parks Program budget: (140-7000-8900).

## **RECOMMENDATION**

Adopt Resolution No. 8441 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROY L. HASTINGS, LLC, IN THE AMOUNT OF \$5,000, FOR LABOR STANDARDS MONITORING SERVICES RELATING TO THE OROVILLE MUNICIPAL AUDITORIUM HEATING AND COOLING REPAIRS PROJECT – (Agreement No. 3155).

## **ATTACHMENTS**

Resolution No. 8441  
Agreement No. 3155

**CITY OF OROVILLE  
RESOLUTION NO. 8441**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROY L. HASTINGS, LLC, IN THE AMOUNT OF \$5,000, FOR LABOR STANDARDS MONITORING SERVICES RELATING TO THE OROVILLE MUNICIPAL AUDITORIUM HEATING AND COOLING REPAIRS PROJECT**

**(Agreement No. 3155)**

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

1. The Mayor is hereby authorized and directed to execute a Professional Services Agreement with Roy L. Hastings & Associates, LLC. for Labor Standards Monitoring Services at the Municipal Auditorium for the Heating and Cooling Repairs Project in the amount of \$5,000. A copy of the Agreement is attached to this Resolution.
  
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on November 3, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **November 3, 2015** by and between the **City of Oroville**, a municipal corporation ("City") and **Roy L. Hastings & Associates, LLC**, ("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 provide Labor Standards Monitoring services to the City of Oroville for the Housing Related Parks Program funded heating and cooling repairs at the Municipal Auditorium located at 1200 Myers Street, Oroville, CA.

### AGREEMENT

- 1. SCOPE OF SERVICES. The Consultant shall furnish but are not limited to the following services in a professional manner:
  - A. *Labor Standards Monitoring Process (overview)*
    - 1. *Review bid package for required language*
    - 2. *Ensure Contractor Eligibility and bid award*
    - 3. *Conduct pre-construction conference and meeting with payroll staff*
    - 4. *Monitor weekly payrolls and perform on-site interviews*
    - 5. *Resolve payment issues*
    - 6. *Complete and submit required documentation and reporting to the City of Oroville and the State HCD.*
  - B. *Award Contract and Monitor Contractor's Compliance*
    - 1. *Verify contractor's eligibility*
    - 2. *Sign contracts and certifications for prime and subs*
    - 3. *Pre-construction conference/meeting with payroll staff*

**Agreement No. 3155**

C. *On-site Monitoring Payroll Reviews*

1. *Procedures*
2. *Employee interviews and questionnaires*
3. *Weekly payroll review*

D. *Identify and Resolve Problems*

E. *Correct Violations*

1. *Withheld funds*
2. *Payment of wage restitution*
3. *Procedure for disbursement of wages due*
4. *Unfound workers*
5. *Disputes over findings*
6. *Overtime violations and liquidated damages*
7. *Suspensions or withholding of insured draws and advances*

*All information and documentation provided to the City of Oroville shall comply with all California State Labor Standards Laws..*

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 Five Thousand Dollars (\$5,000.00). 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. When payments made by the City equal 90% of the maximum fee provided for in the Agreement, no further payments shall be made for services until the final work under this Agreement has been accepted by the City.

**Agreement No. 3155**

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 sub-license any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression,

**Agreement No. 3155**

including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement.

Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio
- Agreement No. 3155**

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 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 five (5) 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 five (5) 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 it's practical to do so.

**Agreement No. 3155**

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

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

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:

**Agreement No. 3155**

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
  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, agents, employees or volunteers.

18. INSURANCE REQUIREMENTS. Consultant, is documenting the labor standards compliance and submitting required documentation to Housing and Community Development (HCD, on the city's behalf, therefore the City is waiving the errors an 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:

**Roy Hastings  
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 **Agreement No. 3155**

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 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 AND 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, or in the United States District Court, Eastern District of California.
26. LITIGATION EXPENSES AND ATTORNEYS' FEES. If either party to this Agreement No. 3155

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. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
28. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
29. PROHIBITED INTERESTS. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit
- Agreement No. 3155**

arising therefrom.

30. 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.

31. SECTION 3 REQUIREMENTS If 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 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

**Agreement No. 3155**

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.

32. 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.

33. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order 11246, as amended by Executive Order 11375, and as supplemented in **Agreement No. 3155**

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.
34. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this **Agreement No. 3155**

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.

35. 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.

36. 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 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.

**Agreement No. 3155**

37. 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 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.

**Agreement No. 3155**

- 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.

38. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for **Agreement No. 3155**

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

Attachments:                    Exhibit A – Insurance Requirements

# EXHIBIT - A

## INSURANCE REQUIREMENTS FOR CONSULTANTS

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

### ***Minimum Scope of Insurance***

Coverage shall be at least as broad as:

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

### ***Minimum Limits of Insurance***

Consultant shall maintain limits no less than:

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

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

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

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

### ***Other Insurance Provisions***

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

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

### ***Acceptability of Insurers***

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

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

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

**CITY OROVILLE  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**  
**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY**  
**RE: UN-FREEZING POLICE OFFICER POSITION**  
**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider un-freezing a police officer position and authorizing staff to fill the position.

**DISCUSSION**

The most common complaint the Police Department (Department) receives is regarding traffic related issues. These complaints are primarily focused on irresponsible driving habits such as speeding, red light running and other unsafe driving practices which creates unnecessary dangers to innocent motorist and pedestrians. These poor driving habits result in unnecessary collisions. Currently, the Department handles traffic enforcement and major collisions with their normal patrol staff. Depending upon the call volume during a shift there is a limited amount of time and focus that can be spent addressing traffic issues.

Additionally, the California Highway Patrol will only be able to continue handling traffic issues in the South Oroville area until December 31, 2015. Beginning January 1, 2016, the Oroville Police Department will be responsible for all traffic related issues in South Oroville.

With the addition of a Police Officer position, the Department will be able to more directly deal with its traffic issues by focusing patrol and enforcement services. The addition of a Police Officer will also assist in offsetting some of the impacts of assuming traffic issues due to the annexation of South Oroville.

Hiring a Police Officer will take the Department approximately 8-10 weeks. Un-freezing the Police Officer position at this time would allow the Department to be prepared for handling all of the traffic incidents within the City's jurisdiction in South Oroville, beginning in January, 2016.

CC-7

## **FISCAL IMPACT**

The cost of this proposal is \$78,117.15 for a pro-rated annual salary and benefit estimate. Since no funding source was identified in the current budget, funding for this position will be provided for by utilizing Unassigned Fund Balance.

## **RECOMMENDATIONS**

1. Authorize staff to recruit and hire a Police Officer position; and
2. Approve Supplemental Appropriation No. 2015/2016-1103-XX.

## **ATTACHMENTS**

None

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**RE: FIRE DEPARTMENT FIRE INSPECTOR**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider the implementation of a Fire Inspector position for the Fire Department to complete State Fire Marshal required annual fire inspections and annual Weed abatement inspections.

**DISCUSSION**

The existing Fire Department (Department) staffing is only able to complete an estimated 50% of the required and recommended inspections. Annual inspections by the Department are performed to assess and mitigate potential fire and life safety hazards in buildings. The Department provides a written report of any corrections that are necessary. These inspections vary in type and frequency.

These inspections benefit the building/business owners, as well as those who use the building, by offering:

- A safer working/living environment for employees/residents
- A safer building for unfamiliar occupants (visitors, shoppers, clients, etc.)
- Business and job security. Up to 80 percent of all small businesses that experience a large fire never reopen; this not only affects the building/business owner, but also results in the loss of jobs. Of the businesses that do reopen, many lose much of their customer base due to prolonged absence of production or service.
- A better-maintained building for improved resale value. It is commonplace for buyers to hire a company to inspect the building prior to purchase to identify potential hidden costs related to fire and life safety.
- A possible reduction in insurance premiums. Some items may be required by both the Fire Department and your insurance carrier, such as annual fire-sprinkler and fire-alarm inspections verifying proper system maintenance. Many insurance carriers give businesses premium reductions for properly installed and maintained fire-protection systems.

Training and experience of the Fire Inspector impacts the inspection process, and can negatively or positively influence inspection. It is necessary to plan for the future and ensure a trained and qualified Inspector is prepared to take over the duties of this position. With the addition of a Fire Inspector, the Fire Department will be able to complete all required inspections and conduct bi-annual inspections as needed.

**Occupancy type required to be completed annually**

	Assemblies 1-5	
A-1	Theaters	
A-2	Restaurants	
A-3	Community Halls, Churches	
A-4/5	Arena, Stadiums	70
E	Education- Schools	13
I	Institution- Hospitals, Nursing Homes	15
R-1	Hotel, Motel	8
R-2	Apartments	118
	Weed Abatement Inspections(City required)	7,131 lots
	New Business/ Occupancy Inspections	125

**Occupancy types that are recommended to be inspected**

B	Business, Professional Services	294
M	Retail Sales	309
F	Manufacturing/ Wholesale	53
S	Auto Repair, Storage/ Moving	40
U	Sheds, Tanks, Towers	10
H	Hazards	0

**FISCAL IMPACT**

The cost of this proposal is \$64,034.32 for a pro-rated annual salary and benefit estimate. Since no funding source was identified in the current budget, funding for this position will be provided for by utilizing Unassigned Fund Balance.

**RECOMMENDATIONS**

1. Authorize staff to recruit and hire a Fire Inspector position; and
2. Approve Supplemental Appropriation No. 2015/2016-1103-XX.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**  
**FROM: RUTH WRIGHT, FINANCE DIRECTOR**  
**RE: ACCOUNTS RECIEVABLE WRITE-OFFS**  
**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider uncollectible accounts receivables for write-off, including which year to apply the write-offs.

**DISCUSSION**

The Council recently approved a Bad Debt and Collection Policy (Policy). Staff has applied the appropriate criteria and followed the Policy when evaluating accounts receivables for write-off and compiled a list of the accounts determined to meet this criteria.

Prior to sending uncollectible accounts to the collection agency, all back up documentation was pulled and reviewed by the City Attorney, the Acting City Administrator and the Finance Director for evaluation, and found most of them to be ineligible for collections due to various reasons. The total amount to write off is approximately \$249,560. Each account was evaluated and most were past the statute of limitations for collections, a few were billing errors and one was a bankruptcy.

These write-offs are in essence the reversal of prior year revenues that are at least three years old, resulting in the City's revenues being overstated in those prior years. It is appropriate to write them off in either the year ended June 30, 2015 since it has not been closed yet, or the current fiscal year 2015-2016 since they were deemed uncollectible in this fiscal year.

The Council may approve accounts receivable write-offs in the amount of \$249,560 in the year ended June 30, 2015.

Staff feels this is the most appropriate year to realize the expense of uncollectible accounts as the revenue was overstated in previous years. And also due to the anticipated surplus for the prior year. It is desirable to keep the current year results free from this build up prior year's transactions.

CC-9

## **FISCAL IMPACT**

The write-off of uncollectible accounts will result in an expense in the year ended June 30, 2015 or the current fiscal year of 2015-2016.

Impact to the following Funds:



## **RECOMMENDATION**

Direct staff, as necessary.

## **ATTACHMENTS**

None

**REPORT OF  
INVESTMENTS**

**SEPTEMBER 2015**

CC-10

**CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY**

**MONTHLY SUMMARY OF INVESTMENTS**

**September 2015**

**CERTIFICATION:**

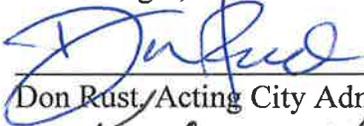
I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six months.



Ruth Wright, Director of Finance

10/26/15

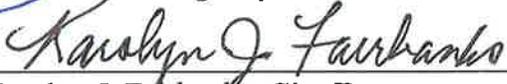
Date



Don Rust, Acting City Administrator

10.27.15

Date



Karolyn J. Fairbanks, City Treasurer

10 - 27 - 15

Date



9/30/2015

City of Oroville Investment Portfolio Report				
Summary of Investments				
	Yield	Aug-15	Yield	Sep-15
Local Agency Investment Fund (LAIF)	0.330%	21,634,899	0.337%	20,534,899
Bank of the West Operating Account	0.00%	1,765,379	0.00%	1,712,055
Bank of America Operating & Payroll Account	0.00%	842,341	0.00%	0
<b>Total Pooled Investments</b>		<b>26,108,130</b>		<b>22,246,954</b>
City Investment Portfolio - Investments Held in Trust				
	Yield to Maturity			Market Value
<b>Series 2015 A &amp; B 2004 B Escrow Account</b>				
Uninvested Cash	0.000%			231
US Treasury	0.250%			283,265
US Treasury	0.370%			7,013
US Treasury	0.870%			294,738
<b>Series 2015 A &amp; B 2004 B Cost of Issuance Fund</b>				
Blackrock Provident T Fund	0.01%			16,040
<b>Total</b>				<b>601,288</b>

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: REIMBURSEMENT FROM PACIFIC GAS & ELECTRIC COMPANY**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider accepting a reimbursement in the amount of \$6,841, from Pacific Gas & Electric Company, for asphalt paving at the Table Mountain Boulevard Roundabout Project.

**BACKGROUND**

As part of utility relocations in advance of roundabout construction, PG&E replaced all gas mains beneath the intersection of Table Mountain Boulevard, Nelson Avenue and Cherokee Road. Final paving for most of PG&E's gas utility trenches has been deferred until roundabout construction occurs next spring. All of the trenches have been paved with temporary asphalt because the entire intersection will be re-paved during construction.

There are three locations where PG&E gas mains (and trenches) terminate outside of the paving limits for the roundabout. If these locations were to be final paved at this time, they would be subject to construction activity and would be damaged during construction. Staff discussed this situation with PG&E, and it was suggested that these three areas totaling 1,895 square feet should be paved during roundabout construction by the City's roundabout contractor.

PG&E has provided the City a \$6,841 reimbursement for the cost of paving these three areas next spring concurrent with roundabout construction (check will be deposited upon Council's approval). The reimbursement amount is based on placing 46 tons of asphaltic concrete at a cost of \$141 per ton. The cost of \$141 per ton is based on the roundabout bid opening price obtained earlier this year. Although the project will be rebid in the spring, staff's opinion is that the AC bid price will be similar for the project.

With this reimbursement, PG&E will complete all other final paving not associated with the three areas in order to final the encroachment permit for the gas main relocations.

CC-11

## **FISCAL IMPACT**

The \$6,841 reimbursement will be used toward the paving bid item during roundabout construction next spring.

## **RECOMMENDATIONS**

Accept the reimbursement in the amount of \$6,841, from Pacific Gas & Electric Company, for asphalt paving at the Table Mountain Boulevard Roundabout Project, and direct staff to deposit the reimbursement into the Table Mountain Boulevard Roundabout Project Construction Fund.

## **ATTACHMENT**

None

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433;  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: TABLE MOUNTAIN GOLF CLUB FEE WAIVER REQUEST**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider a request from the Table Mountain Golf Club for a waiver of City fees associated with the projects described in this report.

**DISCUSSION**

On October 7, 2015 the City of Oroville received a letter (**Attachment A**) from the General Manager of the Table Mountain Golf Club requesting a waiver of City Building Permit fees associated with the following projects:

- Replacement of the driving range netting on the east side of the range, which includes replacement of the supporting poles. Netting fell due to strong winds and the Golf Club intends to use upgraded treated poles to avoid a repeat of this incident.
- Enclosing a portion of the covered patio area behind the banquet room to use as a storage room for tables, chairs, and other banquet supplies. Storage area will be stuccoed and constructed to appear as an original part of the building.

**FISCAL IMPACT**

Loss of revenue for the building permit fees.

**RECOMMENDATIONS**

Provide direction to staff, as necessary.

**ATTACHMENTS**

A – Letter from the Table Mountain Golf Club

CC-12

## EXHIBIT - A



*Table Mountain Golf Club*

**Table Mountain Golf Club, Inc.**

2700 Oro Dam Blvd. West  
Oroville, CA 95965

T: (530) 533-3922

F: (530) 533-0550

[www.tablemountaingolf.com](http://www.tablemountaingolf.com)

Dear Oroville City Council Members

In our effort to continue to improve Table Mountain Golf Course for the community and the surrounding area. We are in a position to complete the following projects and we are asking for the cities continued support in our partnership by waiving the fees associated with these projects.

1. We are replacing the Driving Range netting on the east side of the Range which was blown down by the strong wind storms this spring. We are using upgraded treated poles at a substantially higher cost to avoid a repeat of this incident .
2. We are proposing enclosing a portion of the covered patio area behind the banquet room to use as a storage room for tables, chairs, and other banquet supplies. The storage area will be stuccoed and appear to be an original part of the building.

We are looking forward to your support for these projects and our continued partnership in the development of Table Mountain Golf Club.

Best Regards,

Bruce Toler  
General Manager  
Table Mountain Golf Club

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: "WELCOME TO OROVILLE" DIGITAL DISPLAY SIGN PUBLIC FACILITY  
LEASE AGREEMENT – STOTT OUTDOOR ADVERTISING**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider a Lease Agreement with Stott Outdoor Advertising to lease City-owned property located at the northwest corner of the intersection of Georgia Pacific Road and Feather River Boulevard, just east of the Highway 70 (Caltrans) right-of-way, for the installation, operation, maintenance, and marketing of a digital display sign.

**BACKGROUND**

On March 16, 2012, the Planning Commission approved Use Permit No. 12-03 to allow the construction, operation, maintenance, and marketing of a digital display sign at the northwest corner of Georgia Pacific Road and Feather River Boulevard, just east of Highway 70. The previous project applicant, Binderup Investments, Inc., entered into a long term Lease Agreement with the City on April 3, 2012, and the Agreement was subsequently amended three times by the City Council to modify the commencement and end date as a result of a delay in obtaining Caltrans approval. In March of 2013, Caltrans submitted a letter (**Attachment C**) indicating that they had re-examined their initial denial of a digital sign placement on the project site and determined that the placement of an outdoor advertising display on the project site would be permissible.

After a phone conversation that took place on March 20, 2015, between a representative from Binderup Investments, Inc. and the City's Director of Community Development, the City sent a letter to Binderup on May 11, 2015, acknowledging their withdrawal from the project based on the March 20<sup>th</sup> phone conversation (**Attachment D**). The proposed project has been under consideration and discussed at various public hearings/meetings and numerous actions have been taken by the Oroville City Council and Planning Commission.

CC-13

## **DISCUSSION**

The City has been approached by Stott Outdoor Advertising to have the existing use permit transferred into their name, which will be considered at the Planning Commission, and to enter into a long term Lease Agreement with the City for the construction, operation, maintenance, and marketing of a digital display sign at the northwest corner of Georgia Pacific Road and Feather River Boulevard, just east of Highway 70. The proposed Lease Agreement is attached (**Attachment B**) and was generally drafted from the agreement between the City and Binderup Investments, Inc. However, Stott Outdoor is proposing modifications to the previous design concepts.

The previous design proposals were of a dual column 45 foot tall sign with double sided digital displays and 300 square feet per face (**Attachment E**). The sign design being proposed (**Attachment F**) by Stott Outdoor is for a single column 35 foot tall sign with a digital sign face on the south and static sign face on the north and 288 square feet per face.

In addition to the revenues the construction and operation of this sign will bring to the City, as specified below under fiscal impact, the Lease Agreement with Stott Outdoor will also provide the City with at least 1,800 spots (8 seconds minimum) per month which the City will be able to use for public announcements, economic development, etc.

## **FISCAL IMPACT**

The proposed initial thirty year Lease Agreement with Stott Outdoor Advertising includes annual rent to the City beginning at \$2,500 and subject to annual adjustments. The new annual rent shall be increased by two percent (2%) each year thereafter. In addition, as additional rent, Stott Outdoor shall pay 7% of all gross advertising revenue annually to the City, as specified in the terms and conditions of the Lease Agreement.

Revenue will be recorded in the General Fund 001-4510-1600 Planning & Community Development.

## **RECOMMENDATIONS**

Adopt Resolution No. 8429 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH STOTT OUTDOOR ADVERTISING FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND MARKETING OF A DIGITAL DISPLAY SIGN ON CITY-OWNED PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION AT GEORGIA PACIFIC ROAD AND FEATHER RIVER BOULEVARD – (Agreement No. 3147).

## **ATTACHMENTS**

A – Resolution No. 8429

B – Agreement No. 3147

C – Letter from Caltrans (03/12/2014)

D – Binderup Withdrawal Acceptance

E – Previous Design Concepts

F – Proposed Design

# EXHIBIT - A

## CITY OF OROVILLE RESOLUTION NO. 8429

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A LEASE AGREEMENT WITH STOTT OUTDOOR ADVERTISING FOR THE INSTALLATION, OPERATION, MAINTENANCE, AND MARKETING OF A DIGITAL DISPLAY SIGN ON CITY OWNED PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION AT GEORGIA PACIFIC ROAD AND FEATHER RIVER BOULEVARD**

**(Agreement No. 3147)**

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

1. The Mayor is hereby authorized and directed to execute a Lease Agreement with Stott Outdoor Advertising to lease City-owned property located at the northwest corner of the intersection of Georgia Pacific Road and Feather River Boulevard, just east of the Highway 70 (Caltrans) right-of-way, for the installation, operation, maintenance, and marketing of a digital display sign. A copy of the Agreement is attached to this Resolution.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on November 3, 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 PUBLIC FACILITY LEASE AGREEMENT

This Agreement is made and entered into as of **November 3, 2015**, by and between the **City of Oroville**, a municipal corporation ("CITY") and **Stott Outdoor Advertising** ("LESSEE").

- 1. PARTIES:** This lease ("Lease") is made between Stott Outdoor Advertising ("LESSEE"), and the City of Oroville ("CITY"), who agree to the terms of this Lease.
- 2. PREMISES LEASED:** LESSEE leases from CITY real property for the installation, operation, maintenance, and marketing of a digital display sign, located at the northwest corner of the intersection of Georgia Pacific Road and Feather River Boulevard, just east of the Highway 70 (Caltrans) right-of-way ("Premises").
- 3. TERM:** The Lease's initial term ("Initial Term") shall commence on November 1, 2016 ("Commencement Date"), and shall end on October 31, 2046 ("Ending Date"), provided that all improvements have been completed by LESSEE and operation of the sign has begun. If LESSEE is unable to complete the improvements and begin operations of the digital display sign by the Commencement Date, LESSEE shall still be liable for the annual rent. Any such delay in the project shall not affect the Ending Date.
- 4. RENT:** LESSEE shall pay to CITY annual rental payments on or before November 1 of each year following the Commencement Date. During the first year of this Lease, the annual rental payment shall be two thousand-five hundred and 00/100 dollars (\$2,500.00) and shall be due on or before the Commencement Date. The annual rental amount shall be subject to annual adjustment coinciding with the anniversary of the Commencement Date. The new annual rent shall be increased by two percent (2%) each year thereafter. In addition, and as additional rent, LESSEE shall pay 7% of all gross advertising revenue annually to the CITY. In addition, and as additional rent, LESSEE shall provide at least 1800 spots (8 seconds minimum) per month to CITY. LESSEE shall reasonably coordinate with CITY to obtain the content of the advertising desired by CITY. In the event that LESSEE does not, in the first year of the lease, achieve \$210,000 in gross annual advertising revenue, the CITY shall waive, and LESSEE shall not be required to pay, the following: 1) the annual rental payment for the subsequent year; and 2) the CITY's portion of the gross advertising revenue. In the event that LESSEE does not, in each subsequent year of the lease, achieve \$210,000 in gross annual advertising revenue, LESSEE shall not be required to pay the annual rental payment of the subsequent year, however, LESSEE shall pay CITY 3.5% of all gross advertising revenue to CITY, until LESSEE achieves \$210,000 in gross annual advertising revenue. LESSEE shall pay CITY the applicable annual rental amount rent in advance and advertising revenue rent in arrears. All gross advertising revenue rent payable to the CITY pursuant to this Agreement shall be held by LESSEE in trust for the benefit of CITY.

5. **HOLDING OVER:** Upon expiration or termination of the Lease, LESSEE agrees that it will not holdover or continue to occupy the Premises. If LESSEE fails to immediately surrender the Premises or any portion thereof at the expiration or termination of the Lease, then LESSEE shall pay Rent at a rate equal to 200% of the Rent as outlined in Paragraph 4, applicable during the last calendar month of the Lease. Unless otherwise agreed to in writing by the parties, any such holdover shall be deemed to be a tenancy-at-sufferance and not a tenancy-at-will or tenancy from month-to-month.
6. **TAXES:** Relating to any property owned by LESSEE, LESSEE shall pay all taxes required by Butte County or any other public agency on any taxable interest of LESSEE, including but not limited to possessory interest assessments.
7. **USE AND EXCLUSIVITY:**
  - a. LESSEE shall occupy and use the Premises during the term hereof for the purposes contained in this Lease.
  - b. CITY shall not enter into another agreement for the lease of City property for the installation of a digital display sign measuring greater than 120 square feet for a period of 3 years from the execution date of this Agreement. From year 4 through year 7 of the effectiveness of this Agreement, LESSEE shall have first right of refusal for any agreement for the lease of City property for the installation of a display sign measuring greater than 120 square feet.
8. **EMERGENCY USE:** LESSEE shall immediately make the sign available, at the request of CITY or another qualified public agency, for Amber Alert messages or for other public emergency communication uses.
9. **HEALTH, SAFETY, AND FIRE CODE REQUIREMENTS:** As a condition precedent to the existence of this Lease, LESSEE, at its sole expense, shall ensure the Premises meets the applicable requirements of all Health, Safety, Fire and Building codes, statutes, regulations, and ordinances, in addition to all applicable federal, state, regional and local regulations, including all requirements of the California Department of Transportation. Additionally, LESSEE warrants that any improvements on or in the Premises which have been constructed or installed by LESSEE shall comply with all applicable covenants or restrictions of record and applicable codes, statutes, regulations, and ordinances in effect on the Commencement Date.
10. **MAINTENANCE:**
  - a. Except as specifically provided in **subparagraph 10b** below, LESSEE, at its sole cost, shall perform such inspections, maintenance, and repairs as

are necessary to ensure that all portions of the Premises and digital display sign including, but not limited to the following, are at all times in good repair and safe condition:

- (1) The structural components of the digital display sign improvements, which structural components include the foundations, sign structure, and digital display;
- (2) The electrical system(s), including, without limitation, those portions of the system(s) owned or controlled by LESSEE lying outside the Premises;
- (3) The grounds, including all access easements and outside lighting, grass, trees, shrubbery, flora and other landscaping and irrigation system(s) installed; and
- (4) LESSEE shall perform maintenance to the digital display sign at a time and in a manner that will cause the least possible inconvenience, annoyance, or disturbance to the CITY and Community.

b. Without in any way affecting LESSEE's duty to operate, maintain, and repair the Premises and the digital display sign and regardless of whether any specific notice of need for maintenance or repair is provided to LESSEE by CITY, CITY may request specific maintenance or repairs. Any such request may be made orally, by telephone or otherwise. LESSEE shall, within a reasonable period of time, provide to CITY a written plan and schedule to perform the required maintenance and/or repairs. LESSEE and a representative of CITY shall meet and confer should the parties disagree as to the reasonableness of the written plan or the time it takes to submit the same to CITY. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.

c. LESSEE shall coordinate and receive approval by CITY for the installation of all landscaping and irrigation systems.

11. **ALTERATIONS:** CITY shall not make any structural alterations to the Premises or the digital display sign without LESSEE's consent.
12. **UTILITIES:** LESSEE shall, at its sole expense, furnish to the Premises and pay all service charges and related taxes for all required utilities.
13. **HOLD HARMLESS:** LESSEE agrees to indemnify, defend (with counsel approved by CITY), and hold harmless CITY, its authorized officers, agents, volunteers, and employees, from any and all claims, demands, actions, losses, damages, liability,

and/or for any costs or expenses incurred by CITY arising out of: (a) any improvements constructed by LESSEE pursuant to the Lease; (b) LESSEE's acts and omissions in connection with its control of the property; (c) the use of common areas and leasehold spaces other than the Premises; and (d) toxic waste and environmental contamination caused by LESSEE's activities, except where such indemnification is prohibited by law. LESSEE's indemnification obligation applies to CITY's "active" as well as "passive" negligence, but does not apply to CITY's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. LESSEE's indemnification obligation shall survive the tenancy contemplated by this Lease. The insurance provisions in **Paragraph 14, INSURANCE**, shall not be interpreted in a manner that limits the indemnification obligation. LESSEE shall not be liable for the negligence of CITY, its authorized officers, agents, volunteers, and/or employees.

#### **14. INSURANCE:**

- a. CITY is a public entity and is self-insured.
- b. Without in any way affecting the indemnity herein provided and in addition thereto, LESSEE or their subcontractors shall secure and maintain throughout the duration of the construction and Lease the following types of insurance, if applicable, with limits as shown:
  - (1) Workers' Compensation: A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand and 00/100 dollars (\$250,000.00) limits, covering all persons providing services on behalf of LESSEE and all risks to such persons under this Agreement.
  - (2) Comprehensive General and Automobile Liability Insurance: This coverage is to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million and 00/100 dollars (\$1,000,000.00).
  - (3) Fire, Hazard, and Liability Insurance: Standard fire, hazard, liability and extended coverage insurance, with vandalism and malicious mischief endorsements to the extent of the full replacement value of the Premises.
- c. Additional Named Insured: All policies, except for Workers' Compensation, shall contain additional endorsements naming CITY and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of this Agreement.

- d. Waiver of Subrogation Rights: LESSEE shall require the carriers of the above-required coverage to waive all rights of subrogation against CITY, its officers, employees, agents, volunteers, contractors, and subcontractors.
- e. Policies Primary and Non-Contributory: All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by CITY.
- f. Proof of Coverage: LESSEE shall immediately furnish certificates of insurance to CITY, evidencing the insurance coverage, including endorsements required above, prior to occupying the Premises and the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to CITY, and LESSEE shall maintain such insurance from the start of the Commencement Date of this Agreement until the Ending Date. Within sixty (60) days of the Commencement Date of this Agreement, LESSEE shall furnish certified copies of the policies and all endorsements.
- g. Insurance Review: The above insurance requirements are subject to periodic review by CITY. CITY's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of CITY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against CITY, inflation, or any other item reasonably related to CITY's risk. Any such reduction or waiver for the entire term of this Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by an amendment to this Agreement.
- h. Failure to Have Insurance: In the event CITY receives a notice of cancellation concerning any of the required policies, or should LESSEE fail to have in effect the required coverage at any time during this Lease, CITY may give notice to LESSEE to immediately suspend all LESSEE activities on the Premises and/or notice to reinstate or acquire the affected coverage. Should LESSEE fail to reinstate or acquire the affected coverage within ten (10) days of CITY's notice to reinstate or acquire such coverage, CITY, in its sole discretion, may either; (a) terminate this Lease immediately upon written notice to LESSEE, or (b) reinstate or acquire the affected coverage, in which case LESSEE shall reimburse CITY for the sum paid to reinstate

or acquire the coverage. The sum paid by CITY shall be due from LESSEE to CITY within five (5) days of notice of such sum, and if paid at a later date, shall bear interest at the maximum rate CITY is permitted by law to charge from the date the sum was paid by CITY until CITY is reimbursed by LESSEE. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.

- i. CITY shall have no liability for any premiums charged for such coverage(s). The inclusion of CITY as additional named insured is not intended to and shall not make it a partner or joint venture with LESSEE.

**15. DESTRUCTION OF PREMISES:**

- a. During the term of this Lease, if any casualty renders a portion of the digital display sign unusable for the purpose intended, then LESSEE shall, at LESSEE's expense, restore the digital display sign and repair any damages caused by such casualty as soon as reasonably possible, and this Lease shall continue in full force and effect. If LESSEE does not commence the restoration of the Premises in a substantial and meaningful way within thirty (30) days following LESSEE's receipt of written notice of the casualty, or should LESSEE fail to diligently pursue completion of the restoration of the digital display sign, or if the time required to restore the Premises is estimated to exceed ninety (90) days, CITY may, at its option, terminate this Lease immediately upon written notice to LESSEE. If CITY elects to terminate this Lease pursuant to this provision, CITY shall be discharged of all future obligations under this Lease. Alternatively, if LESSEE fails to commence the restoration of the digital display sign or fails to diligently pursue the completion of the restoration as aforesaid, CITY may, at its option and in its sole discretion, after notice to LESSEE, perform LESSEE's obligations and restore the digital display sign. If CITY elects to restore the digital display sign, CITY shall have the right to be reimbursed for all sums it actually and reasonably expends (including charges for CITY employees and equipment) in the performance of LESSEE's obligations. The sum paid by CITY shall be due from LESSEE to CITY within five (5) days of notice of such sum, and if paid at a later date, shall bear interest at the maximum rate CITY is permitted by law to charge from the date the sum was paid by CITY until CITY is reimbursed by LESSEE. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease. For the purposes of this paragraph, the phrase "commence ... in a substantial and meaningful way" shall mean either the unconditional authorization of the preparation of the required plans, the issuance of any required Building Permits or the beginning of the actual work on the Premises.

- b. In the event there is destruction of a portion of the Premises and digital display sign as set out in **subparagraph a** above, and the Lease is not terminated because of such destruction, LESSEE agrees to use any and all insurance proceeds received for said destruction in the restoration of the Premises.
  - c. In the event LESSEE is required to restore the Premises and digital display sign, as provided in this paragraph, LESSEE shall restore, at LESSEE's expense, any improvements or alterations to the Premises and digital display sign made by CITY pursuant to **Paragraph 11, ALTERATIONS**, of this Lease.
- 16. LESSEE'S DEFAULT:** Except where another time limit is specifically provided, LESSEE shall be in default of this Lease if LESSEE fails or refuses to perform any material provisions of this Lease and such failure or refusal to perform is not cured within thirty (30) days following LESSEE's receipt of written notice of default from CITY. If the default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Lease if LESSEE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.
- 17. CITY'S REMEDIES ON LESSEE'S DEFAULT:** CITY, at any time after LESSEE is in default and in CITY's sole discretion, may terminate this Lease immediately upon written notice to LESSEE without any further action or requirement to initiate litigation to have the Lease declared terminated. Alternatively, CITY may elect to cure the default at LESSEE's cost. If CITY at any time, by reason of LESSEE's default, pays any sum or does any act that requires the payment of any sum (including charges for CITY's employees and equipment), the sum paid by CITY shall be due from LESSEE to CITY within five (5) days of notice of such sum, and if paid at a later date shall bear interest at the maximum rate the CITY is permitted by law to charge from the date the sum was paid by CITY until CITY is reimbursed by LESSEE. Any amount paid by CITY shall remain due and owed by LESSEE even if CITY elects to terminate the Lease pursuant to this paragraph. The remedies set forth in this paragraph are in addition to and do not in any manner limit other remedies set forth in particular paragraphs of this Lease.
- 18. LESSEE'S ACCESS TO PREMISES:** LESSEE and its authorized representatives shall have the right to enter the Premises at all reasonable times for any of the following purposes:
- a. To determine whether the Premises and digital display sign are in good condition;
  - b. To do any necessary maintenance and to make any restoration to the Premises and digital display sign that LESSEE has the right or obligation to perform;

- c. To serve, post, or keep posted any notices required by law; and
- d. To show the digital display sign to prospective brokers, agents, buyers, tenants, lenders, or persons interested in an exchange, at any time during the term. LESSEE shall conduct its activities on the Premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to CITY and the community.

**19. NOTICES:**

- a. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated two (2) CITY working days from the time of mailing if mailed as provided in this paragraph.

LESSEE's address: Stott Outdoor Advertising  
P.O. Box 7209  
Chico, CA 95927

CITY's address: City Administrator  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

- b. If, at any time after CITY accepts the completion of the digital display sign, LESSEE assigns or transfers a non-controlling interest of its rights in the digital display sign to a third party, LESSEE must notify CITY of its action at least fifteen (15) CITY working days prior to completing any such action.
- c. If, at any time after CITY accepts the completion of the digital display sign, LESSEE assigns or transfers a controlling interest of its rights in the digital display sign to a third party, LESSEE must notify CITY of its action at least fifteen (15) CITY working days prior to completing any such action. The new owner must provide CITY with evidence of completion of such action. The parties shall immediately execute an amendment to this Lease stating the change of ownership of the digital display sign.

- 20. INCORPORATION OF PRIOR AGREEMENT:** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned

in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

21. **WAIVERS:** No waiver by either party of any provisions of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either party of the same or any other provisions.
22. **AMENDMENTS:** No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successor-in-interest, expressing by its terms an intention to modify this Lease.
23. **SUCCESSORS:** This Lease shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
24. **SEVERABILITY:** If any word, phrase, clause, sentence, paragraph, section, article, part or portion of this Lease is or shall be invalid for any reason, the same shall be deemed severable from the remainder hereof and shall in no way affect or impair the validity of this Lease or any other portion thereof.
25. **PROVISIONS ARE COVENANTS AND CONDITIONS:** All provisions, whether covenants or conditions, on the part of either party shall be deemed to be both covenants and conditions.
26. **CONSENT:** Whenever consent or approval of either party is required, that party shall not unreasonably withhold, condition, or delay such consent or approval.
27. **LAW:** This Lease shall be construed and interpreted in accordance with the laws of the State of California.
28. **VENUE:** The parties acknowledge and agree that this Lease was entered into and intended to be performed in Butte County, California. The parties agree that the venue for any action or claim brought by any party to this Lease will be in Butte County Superior Court or in the United States District Court, Eastern District of California. If any action or claim concerning this Lease is brought by any third party, the parties hereto agree to use their best efforts to obtain a change of venue to the Butte County Superior Court or the United States District Court, Eastern District of California.
29. **ATTORNEYS' FEES AND COSTS:** If any legal action is instituted to enforce or declare any party's rights hereunder, each party, including the prevailing party, must bear its own costs and attorneys' fees. This paragraph shall not apply to those costs and attorneys' fees directly arising from any third party legal action against CITY, including such costs and attorneys' fees payable under **Paragraph 13, HOLD HARMLESS, and Paragraph 36, PUBLIC RECORDS DISCLOSURE.**

- 30. CAPTIONS, TABLE OF CONTENTS, AND COVER PAGE:** The paragraph captions, table of contents, and the cover page of this Lease shall have no effect on its interpretations.
- 31. SURVIVAL:** Only the obligations of the parties which, by their nature, continue beyond the term of this Lease, will survive the termination of this Lease.
- 32. TERMINATION AND OWNERSHIP OF INSTALLED PROPERTY:** LESSEE may terminate this Agreement, with sixty (60) days notice to CITY, should any entity, public agency or utility requirements make the construction or operation of this project reasonably infeasible for economic reasons, including the obtaining of financing. At all times while this Agreement is in effect, LESSEE shall own all property and equipment constructed and/or installed by LESSEE. Upon termination, LESSEE shall have the right to remove all electronic equipment and signage from the property. Prior to any equipment removal, LESSEE shall give the right of first refusal to CITY to purchase the equipment to be removed by LESSEE pursuant to this paragraph. If CITY does not exercise this right of first refusal, LESSEE may remove electronic equipment and signage that do not affect the structural integrity of the sign. In the event of termination or expiration of the Lease, all improvements, electronics, signage, and other installed items which are not removed by LESSEE shall be deemed real property for purposes of this Agreement and shall become the property of CITY.
- 33. FORMER CITY OFFICIALS:** LESSEE agrees to provide or has already provided information on former CITY administrative officials (as defined below) who are employed by or represent LESSEE. The information provided includes a list of former CITY administrative officials who terminated CITY employment within the last five years and who are now officers, principals, partners, associates, or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this provision, "CITY administrative official" is defined as a member of the City Council or such officer's staff, CITY Administrative Officer or member of such officer's staff, CITY department or group head, assistant department or group head, or any employee in the Exempt Group, or Management Unit.
- 34. BROKER'S COMMISSIONS:** LESSEE is solely responsible for the payment of any commissions to any broker who has negotiated or otherwise provided services in connection with this Lease.
- 35. ESTOPPEL CERTIFICATES:** Each party within thirty (30) days after notice from the other party shall execute and deliver to other party, in recordable form, a certificate stating that this Lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate also shall state the amount of minimum monthly rent, the dates to which the rent has been paid in advance, the amount of any security deposit or prepaid rent, and that there

are no uncured defaults or specifying in reasonable detail the nature of any uncured default claimed. Failure to deliver the certificate within thirty (30) days shall be conclusive upon the party requesting the certificate and any successor to the party requesting the certificate, that this Lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate, and that there are no uncured defaults on the part of the party requesting the certificate.

36. **PUBLIC RECORDS DISCLOSURE:** All information received by CITY from LESSEE or any source concerning this Lease, including the Lease itself, may be treated by CITY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code section 6250 *et seq.* (the "Public Records Act"). LESSEE understands that although all materials received by CITY in connection with this Lease are intended for the exclusive use of CITY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LESSEE has reasonably requested CITY to hold in confidence is made to CITY, CITY shall notify LESSEE of the request and shall thereafter disclose the requested information unless LESSEE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides CITY a legally sound basis for the nondisclosure, and agrees to indemnify, defend, and hold CITY harmless in any/all actions brought to require disclosure. LESSEE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event CITY fails to notify LESSEE of any such disclosure request and/or releases any information concerning the contract received from LESSEE or any other source.
37. **MATERIAL MISREPRESENTATION:** If during the course of the administration of this Lease, CITY determines that LESSEE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to CITY, this Lease may be immediately terminated. If this Lease is terminated according to this provision, LESSEE is entitled to pursue any available legal remedies.
38. **INTERPRETATIONS:** As this Lease was jointly prepared by both parties, the language in all parts of this Lease shall be construed, in all cases, according to its fair meaning, and not for or against either party hereto.
39. **AUTHORIZED SIGNATORS:** Both parties to this Lease represent that the signators executing this document are fully authorized to enter into this agreement.

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

**CITY OF OROVILLE**

**STOTT OUTDOOR ADVERTISING**

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

By:  \_\_\_\_\_  
Jim Moravec, General Partner

**APPROVED AS TO FORM**

**ATTEST**

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

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



DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRAFFIC OPERATIONS  
OUTDOOR ADVERTISING PROGRAM  
1120 N STREET, MS 36  
P. O. BOX 942873  
SACRAMENTO, CA 94273-0001  
PHONE (916) 654-6473  
FAX (916) 651-9359

*Flex your power!  
Be energy efficient!*

March 12, 2014

Certified Mail 7012 3460 0003 1085 0961

Mr. Donald Rust, Director  
Planning and Development Services  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

Dear Mr. Rust:

I write in regards to your preliminary application to construct a digital sign and advertise within the City of Oroville for the east side of Highway 70 in Butte County, Postmile 12.51R (approximately 20 feet north of Georgia Pacific Way). By letter dated May 11, 2012, the Office of Outdoor Advertising denied your preliminary application.

The Business and Professions Code Section 5408(d) and location were re-examined and although the preliminary application was initially denied, it has been determined that the placement of an outdoor advertising display at the referenced location would be considered permissible at this time.

Accordingly, if you apply for a permit within one year of the above date and the display location remains conforming, one hundred dollars of the preliminary review fee you paid shall be credited toward an application for a permit at this location.

If you have any further questions or concerns, please feel free to call the Office of Outdoor Advertising at (916) 654-6473.

Sincerely,

  
VELESSATA KELLEY  
Office Chief

# EXHIBIT D



## City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Donald Rust  
DIRECTOR

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2401 – FAX (530) 538-2426  
[www.cityoforoville.org](http://www.cityoforoville.org)

May 11, 2015

Binderup Investments, Inc.  
P.O. Box 153  
Dobbins, California 95935-0153

**RE: LEASE AGREEMENT FOR THE "WELCOME TO OROVILLE" GATEWAY SIGN LOCATED AT GEORGIA PACIFIC AND STATE ROUTE 70, OROVILLE, CA**

Dear Mr. Binderup,

This letter is in regards to the lease agreement (Agreement No. 2062) between Binderup Investments, Inc. and the City of Oroville regarding the "Welcome to Oroville" gateway sign approved by the City Council on April 3, 2012.

On March 20, 2015, Douglas Binderup contacted me via telephone and requested to withdraw from the project due to financing and the lack of long term commitments from interested parties requiring advertising options on the proposed digital billboard. The City of Oroville appreciates your group's efforts regarding the "Welcome to Oroville" gateway sign and understand your reasons for the request to withdraw from the lease agreement and the conditional use permit. The City acknowledges and accepts your request to withdraw from the project as of the date of this letter.

If you have any questions regarding the above please contact me, by phone at (530) 538-2433, or email at [rustdl@cityoforoville.org](mailto:rustdl@cityoforoville.org).

Sincerely,

Donald Rust, Director  
Community Development Department

# EXHIBIT E



A

SIGN ELEVATION - OPTION 3

SCALE 3/16" = 1' 0"



TOPPER SHOWN IS COLOR OPTION B



TOPPER SHOWN IS COLOR OPTION C

**PYLON SIGN W/ 12' X 25' ELECTRONIC MESSAGE CENTER**

SCALE: 1/8" = 1'-0"

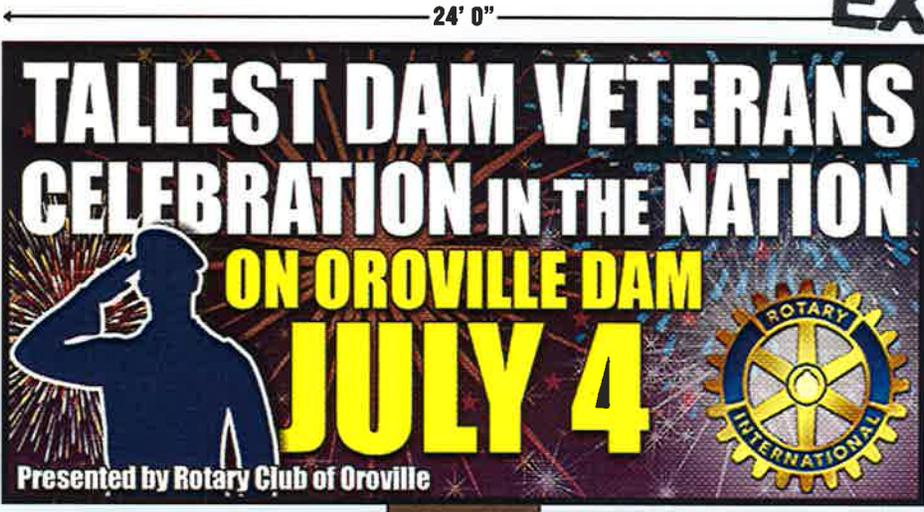
# EXHIBIT F

24' 0"

12' 0"

**TALLEST DAM VETERANS  
CELEBRATION IN THE NATION**  
**ON OROVILLE DAM**  
**JULY 4**

Presented by Rotary Club of Oroville

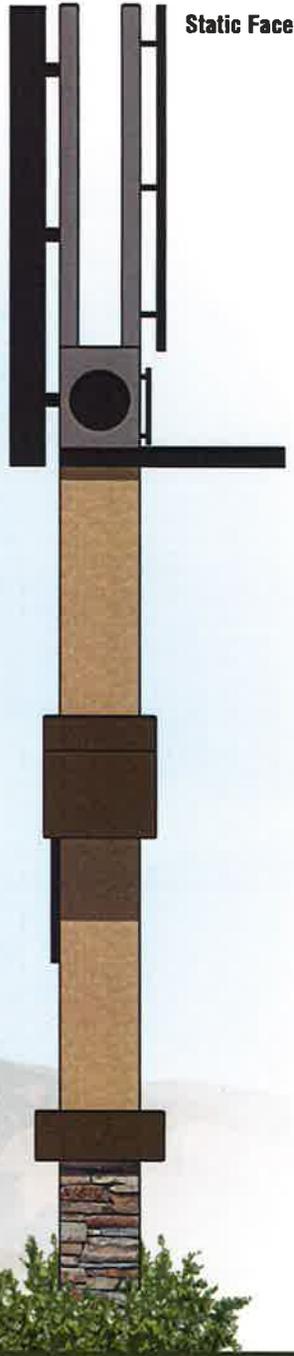


Digital Face

Static Face

35' 0"

**WELCOME TO OROVILLE**



**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433;  
COMMUNITY DEVELOPMENT DEPARTMENT**

**RE: ATTENDANCE TO POST-REDEVELOPMENT SEMINAR**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider directing staff to attend a post-redevelopment seminar aimed at examining the current programs and strategies available for development finance in post-redevelopment California and how communities can achieve the goals of redevelopment with available authorities and financing opportunities, as well as discuss promising new strategies.

**DISCUSSION**

On November 17, 2015, between 8:30 p.m. to 4:00 p.m., the California Debt and Investment Advisory Commission (CDIAC), in partnership with the UC Davis Land Use and Natural Resources Program, will be hosting a seminar that examines the current programs and strategies available for development finance in post-redevelopment California. It will address how communities can achieve the goals of redevelopment with available authorities and financing opportunities, as well as discuss promising new strategies. A summary of agenda topics are as follows:

- **California Redevelopment: The Good, the Bad, and the Ugly**  
This session will consider the history of redevelopment authorities in California including: What worked and what did not work with redevelopment, issues addressed by redevelopment, current issues for successor agencies, what is remaining of redevelopment and tax increment financing.
- **Going Back into the Tool Shed: Strategies, Perspectives and Considerations**  
This session will consider what new development finance tools have emerged in the wake of the dissolution of redevelopment districts. Are these tools working? Are there policies or legal constraints that are hindering infrastructure development finance? How are successor agencies prioritizing the obligations of prior redevelopment agencies? What are the current financing alternatives?
- **Local Development Finance: Current Best Practices**

CC-14

This session will highlight the strategies used in successful projects and will include perspectives from different players involved in the project. Panel members will discuss differences and commonalities to approaches for success.

- **The Future of Development Finance: Where Policy and Legislation Begin**  
This session discusses how policy and legal authority play a role in facilitating future development projects in California. Who can play a role in developing new strategies and policies and what existing tools can be expanded? Which redevelopment goals are being neglected? What new or proposed legislation will impact future development?

## **FISCAL IMPACT**

Registration fees are \$195 per attendee. Appropriation is available in the Planning budget account: 001-7100-1600.

## **RECOMMENDATIONS**

Provide direction to staff, as necessary.

## **ATTACHMENTS**

A – Course Agenda

# EXHIBIT - A

**UC DAVIS  
EXTENSION**  
LAND USE AND  
NATURAL RESOURCES



CALIFORNIA  
DEBT AND  
INVESTMENT  
ADVISORY  
COMMISSION

UC Davis Extension Land Use and Natural Resources

In Partnership With

California Debt and Investment Advisory Commission

Present:

## Rethinking Development Finance: Financing Development in a Post- Redevelopment World

Tuesday, November 17, 2015  
Sacramento, CA

This seminar examines the current programs and strategies available for development finance in post-redevelopment California. It will address how communities can achieve the goals of redevelopment with available authorities and financing opportunities, as well as discuss promising new strategies.

**8:30 AM**      **Registration**

**9:00 AM**      **Welcome and Opening Remarks**

*Presented by:* Jeff Loux, Director, Land Use and Natural Resources,  
UCDE

Mark Campbell, Executive Director, CDIAC

### SESSION ONE

**9:15 AM**      **California Redevelopment: The Good, the Bad, and the Ugly**

This session will consider the history of redevelopment authorities in California including: What worked and what did not work with redevelopment, issues addressed by redevelopment, current issues for successor agencies, what is remaining of redevelopment and tax increment financing.

*Moderator:* Peter Detwiler, former Lead Staff Director, Senate  
Local Government Committee

*Speakers:* Donald Fraser, Principal and President, Fraser & Associates  
Marianne O'Malley, Managing Principal Analyst,  
Legislative Analyst's Office  
David Levin, General Counsel, Sacramento Housing  
and Redevelopment Agency

**10:15 AM**      **Break**

### SESSION TWO

**10:30 AM**      **Going Back into the Tool Shed: Strategies, Perspectives and Considerations**

This session will consider what new development finance tools have emerged in the wake of the dissolution of redevelopment districts. Are these tools working? Are there policies or legal constraints that are hindering

infrastructure development finance? How are successor agencies prioritizing the obligations of prior redevelopment agencies? What are the current financing alternatives?

**Moderator:** *Dean Misczynski, adjunct fellow at the Public Policy Institute of California*

**Speakers:** *Constantine Baranoff, Shareholder, Kronick, Moskovitz, Tiedemann, & Girard*  
*Diane Cummings, Chief Credit Officer and Deputy Director of Credit, California Infrastructure and Economic Development Bank*  
*Jamie Gomes, Managing Principal, Economic & Planning Systems, Inc.*  
*Andrew Sturmfels, Deputy Director of Legislative & Intergovernmental Affairs, California Governor's Office of Business and Economic Development*

**12:00 PM Luncheon Provided for All Attendees and Speakers**

### SESSION THREE

**1:00 PM Local Development Finance: Current Best Practices**

This session will highlight the strategies used in successful projects and will include perspectives from different players involved in the project. Panel members will discuss differences and commonalities to approaches for success.

**Moderator:** *Fred Silva, Senior Fiscal Policy Advisor, California Forward*

**Speakers:** *Michael Busch, Chief Executive Officer, Urban Futures Inc.*  
*Jamie Gomes, Managing Principal, Economic & Planning Systems, Inc.*  
*Aaron Laurel, Economic Development Manager, City of West Sacramento*  
*Jan Perry, General Manager, Economic & Workforce Development Department, City of Los Angeles*

### SESSION FOUR

**2:30 PM The Future of Development Finance: Where Policy and Legislation Begin**

This session discusses how policy and legal authority play a role in facilitating future development projects in California. Who can play a role in developing new strategies and policies and what existing tools can be expanded? Which redevelopment goals are being neglected? What new or proposed legislation will impact future development?

**Moderator:** *Alan Gordon, Deputy State Treasurer, Legislation and Infrastructure Financing, California State Treasurer's Office*

**Speakers:** *William Anderson, Principal and Vice President, AECOM, Former Director of Planning and Community Investment, City of San Diego*  
*Katie Kolitsos, Special Assistant to the Speaker, Office of California State Assembly Speaker Toni Atkins*  
*Steve Shea, Consultant, Office of California State Senate President Pro Tempore Kevin de León*

**4:00 PM Adjourn**

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: MESA AVENUE ALLEY STORMWATER DRAINAGE IMPROVEMENTS**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider a Resolution making findings and consider the award of an Emergency Construction Contract, to the lowest bidder, Duke Sherwood Construction, Inc., in the amount of \$13,802, for the Mesa Avenue Alley Stormwater Drainage Improvements Project.

**BACKGROUND**

The City alley behind the properties at 2710 and 2721 Spencer Avenue have experienced severe flooding during the past two winters. There exists a low point in the alley where storm water accumulates to the extent that the backyards of these two properties become 50% flooded. Storms more severe than the past two winters could result in flooding into the homes on these properties. Pictures of flooding in the alley in past years are attached to this staff report.

City staff completed an engineering assessment of the drainage issue which concluded that the portion of the alley that floods requires a drainage improvement to convey stormwater out of the alley and into the City's stormwater collection system. To accomplish this goal, staff designed a drainage solution that includes the installation of a drain inlet in the alley and approximately 100 feet of storm drain pipe to convey stormwater out of the alley and across Mesa Avenue to an existing stormwater drain inlet on the north side of Mesa Avenue.

Due to the limited amount of time available prior to the start of the rainy season, staff recommends that the requirement for the development of plans and specifications and a normal bid advertising period (typically 30 days) be waived and that an emergency contract be issued for the required work as allowed for by Public Contract Code Sections 20168 and 22050. Without waiving the normal public works contracting process, the City would not be able to issue a contract in time to install the drainage improvements needed to protect the properties.

Staff used the Mesa Avenue storm drain design plan to obtain fixed price bids for this project. The bids received are summarized below:

Duke Sherwood Contracting - \$13,802  
Rader Excavating - \$23,640  
R&R Horn - \$24,195  
Walberg - \$28,405

## **FISCAL IMPACT**

Appropriation is available in the Fiscal Year 2015 – 2016 Storm Drain budget:  
Streets Division 001-7000-3100

## **RECOMMENDATIONS**

1. Adopt Resolution No. 8442 - A RESOLUTION OF THE OROVILLE CITY COUNCIL MAKING FINDINGS THAT THE MESA AVENUE ALLEY STORMWATER DRAIN IMPROVEMENT PROJECT CONSTITUTES AN EMERGENCY REQUIRING THE EXECUTION OF AN EMERGENCY CONTRACT; AND
2. Adopt Resolution No. 8443 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE LOWEST BIDDER, DUKE SHERWOOD CONTRACTING, INC. IN THE AMOUNT OF \$13,802 FOR THE MESA AVENUE ALLEY STORMWATER DRAINAGE IMPROVEMENTS PROJECT – (Agreement No. 3156); AND
3. Authorize a 10% contract contingency of \$1,380 to only be used for unanticipated and legitimate change orders.

## **ATTACHMENTS**

Mesa Avenue Alley Flooding Photos  
Mesa Avenue Alley Drainage Improvement Plan  
Resolution No. 8443  
Resolution No. 8442  
Agreement No. 3156



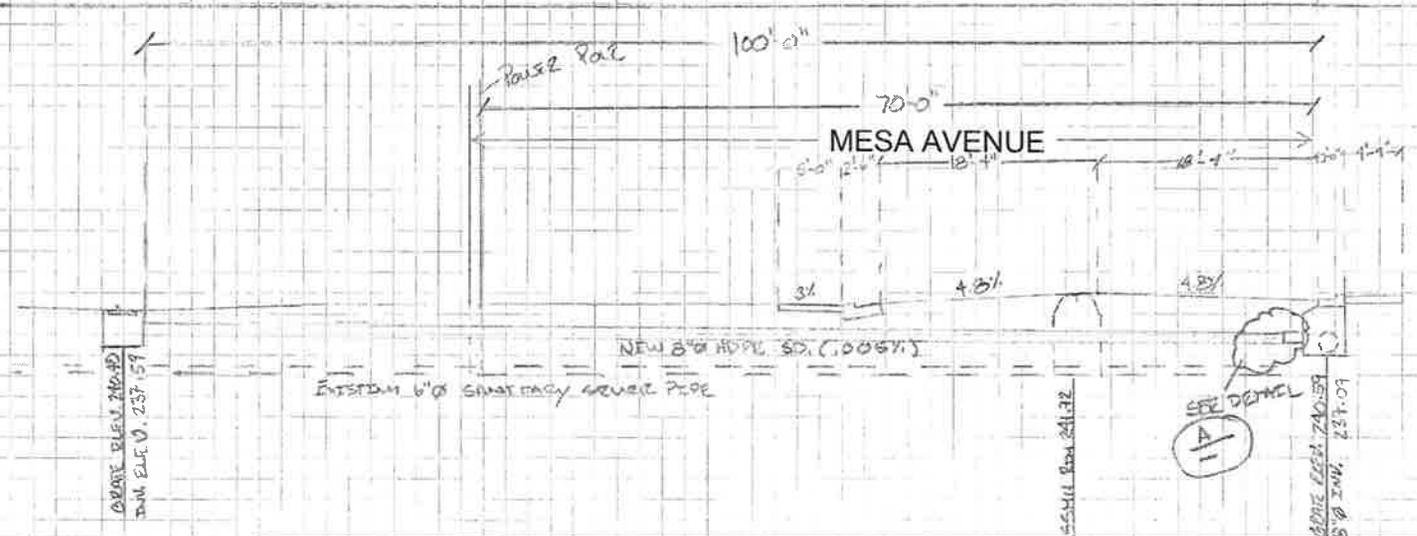
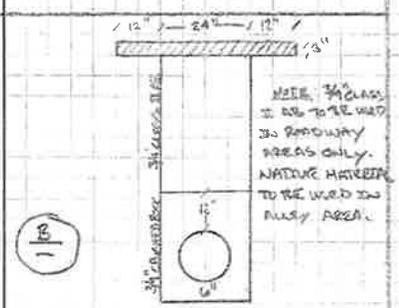
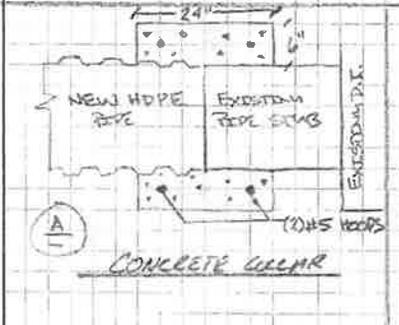
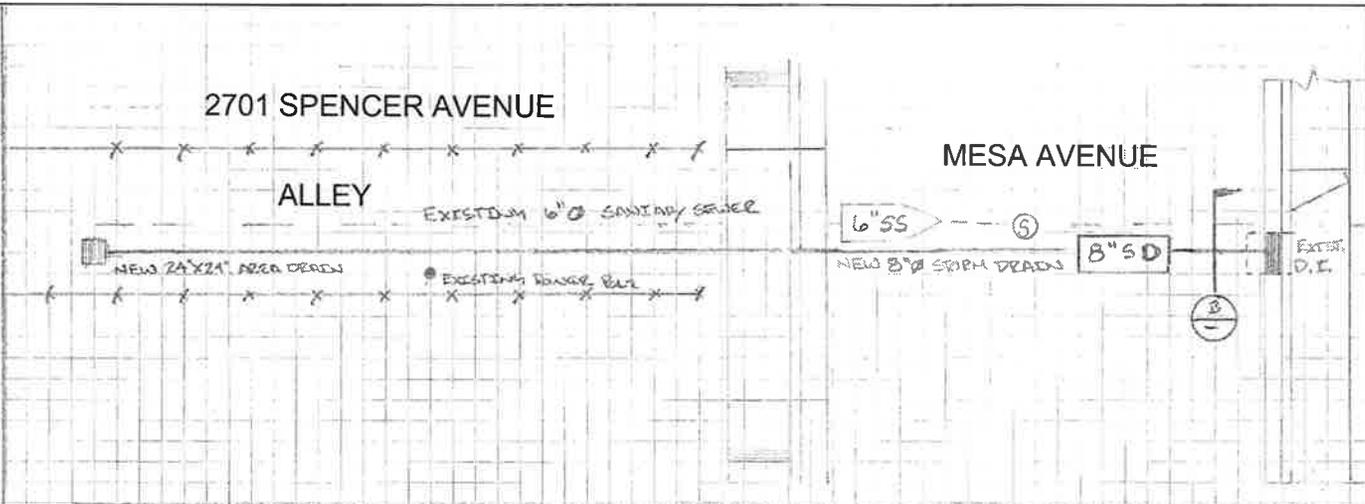
**BACKYARD FLOODING  
2721 SPENCER AVENUE  
DECEMBER 22, 2014**



ALLEY FLOODING  
MESA AVENUE ALLEY  
DECEMBER 22, 2014

QUANTITIES

- 6) 100 LF 8" HDPE STORM DRAIN PIPE
- 2) 1) 24" X 24" AREA DRAIN
- 3) 24 TONS 3/4" CRUSHED ROCK (DECK ZONE)
- 4) 1.5 TONS 3/4" CLASS II AG. TRENCH BACKFILL IN ROADWAY
- 5) 3.5 TONS OF 1/2" HMA FOR ROADWAY PAVE TACK
- 6) 1) CURB FOR R&R DRIVE APPROACH AT ALLEY WAY.



DRAWING NAME	PREPARED BY	APPROVED BY	DATE
2701 SPENCER DRAINAGE	Bm/RW	RW	2/5/15

**CITY OF OROVILLE  
RESOLUTION NO. 8442**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL MAKING FINDINGS THAT THE  
MESA AVENUE ALLEY STORM DRAIN IMPROVEMENT PROJECT CONSTITUTES  
AN EMERGENCY REQUIRING THE EXECUTION OF AN EMERGENCY CONTRACT**

**WHEREAS**, Public Contract Code Section 20168 states that in case of an emergency, the legislative body may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. Upon adoption of the resolution, it may expend any sum required in the emergency without complying with this chapter. If notice for bids to let contracts will not be given, the legislative body shall comply with Chapter 2.5 (commencing with Section 22050); and

**WHEREAS**, Public Contract Code Section 22050 (a) (1) states that in the case of an emergency, a public agency, pursuant to a four-fifths vote of its governing body, may repair or replace a public facility, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and

**WHEREAS**, Public Contract Code Section 22050 (a) (2) states that before a governing body takes any action pursuant to paragraph (1), it shall make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency; and

**WHEREAS**, it is necessary to construct the Mesa Avenue Alley Storm Drain Improvements Project (Project) as soon as possible in order to protect adjacent properties from flooding and causing possible property damage.

**NOW, THEREFORE BE IT RESOLVED BY THE OROVILLE CITY COUNCIL** as follows:

**SECTION 1.** The above recitals are true and correct.

**SECTION 2.** That an emergency as defined by Section 1102 of the Public Contract Code exists at the Project location requiring immediate action without delaying the construction by preparing and adopting plans and specifications and giving notice for bids to let contracts.

**SECTION 3.** That the emergency storm drain improvement repair work is necessary to protect private property from potential flooding that could occur in the immediate near future.

**SECTION 4.** That based on the evidence presented, this emergency does not permit a delay resulting from an extended advertisement and solicitation for bids, and continued immediate action is necessary to respond to the emergency.

**SECTION 5.** That an emergency contract may be let to facilitate the storm drain improvements work for the Project.

**SECTION 6.** 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 November 3, 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

**CITY OF OROVILLE  
RESOLUTION NO. 8443**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH DUKE SHERWOOD CONTRACTING, INC., IN THE AMOUNT OF \$13,802, FOR THE MESA AVENUE ALLEY STORM DRAIN IMPROVEMENT PROJECT**

**(Agreement No. 3156)**

**BE IT HEREBY RESOLVED BY THE OROVILLE CITY COUNCIL** as follows:

1. The Mayor is hereby authorized and directed to execute an Agreement with Duke Sherwood Contracting, Inc. for the Mesa Avenue Storm Drain Improvement Project. The Agreement is attached hereto as Exhibit A.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on November 3, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

APPROVED AS TO FORM:

ATTEST:

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

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

## PROJECT CONTRACT

**THIS PROJECT CONTRACT** (the "contract" or "Contract"), is made and entered into this 3<sup>rd</sup> day of November, 2015, by and between City of Oroville (referred to herein as the "Owner" or the "City") and Duke Sherwood Contracting, Inc. (the "Contractor").

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

### **1. THE CONTRACT DOCUMENTS.**

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

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

### **2. THE WORK.**

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

#### **PLANS AND SPECIFICATIONS MESA AVENUE ALLEY STORM DRAIN IMPROVEMENTS PROJECT**

### **3. CONTRACT PRICE.**

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done, the following compensation: \$13,8026. In no event shall Consultant's compensation exceed the amount of \$13,802 without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment

### **4. DISPUTES PERTAINING TO PAYMENT FOR WORK.**

Should any dispute arise respecting the true value of any work done or any work omitted, or of any extra work which the Contractor may be required to do, or respecting the size of any payment to the Contractor during the performance of this Contract, the dispute shall be informally mediated between the parties. Following such mediation, either party may file an action exclusively in the Butte County Superior Court or in the United States District Court, Eastern District of California. Under no condition shall there be a cessation of work by the Contractor during any such dispute. This article does not exclude recovery of damages by either party for delays.

**5. PAYMENT.**

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

**6. TIME FOR COMPLETION.**

All work under this contract shall be completed within a period of 30 calendar days from the date of the Contractor's receipt of a Notice to Proceed from the City.

**7. EXTENSION OF TIME.**

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

If the Contractor fails or refuses to complete the work within the time specified, including authorized extensions, there shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages the sum of (\$0.00) for each calendar day subsequent to the time specified for each project and the time the work is actually completed and accepted.

Delays caused by adverse weather conditions or conditions for which the Owner is clearly responsible will be added to the contract time.

## **8. LABOR PROVISIONS.**

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

## **9. CONTRACT WORK HOURS AND SAFETY STANDARDS REQUIREMENTS.**

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

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

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

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

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

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

## **10. NONDISCRIMINATION.**

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**11. DISADVANTAGED BUSINESS ENTERPRISE PROGRAM PROVISIONS.**

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

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

**12. CIVIL RIGHTS.**

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

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

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

**14. SANCTIONS FOR NONCOMPLIANCE.**

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

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

**15. INSPECTION OF RECORDS.**

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

**16. RIGHTS IN INVENTIONS.**

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

**17. BREACH OF CONTRACT TERMS.**

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

**18. TERMINATION OF CONTRACT BY CITY**

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

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

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

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

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

**19. INCORPORATION OF PROVISIONS.**

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

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

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

**21. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.**

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

Congress in connection with the making of any Federal grant or the amendment or modification of any Federal grant.

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

**22. ASSIGNMENT OF CERTAIN RIGHTS TO THE CITY.**

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

**23. ENERGY CONSERVATION REQUIREMENTS**

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

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

AGENCY: City of Oroville (First Party)

By: \_\_\_\_\_  
(Linda L. Dahlmeier)

\_\_\_\_\_  
Mayor  
(Official Title)

CONTRACTOR: Duke Sherwood Contracting, Inc. (Second Party)

By: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Official Title)

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: APPOINTING AN AD HOC SUB-COMMITTEE TO COMPLETE AN URBAN  
FOREST MANAGEMENT PLAN, VEGETATION MANAGEMENT PLAN,  
AND AMEND THE EXISTING TREE ORDINANCE AND OTHER  
RELEVANT CITY MUNICIPAL CODE SECTIONS**

**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council may consider appointing an Ad hoc sub-committee to oversee, provide input, and to help complete the Urban Forest Management Plan, amend the existing Tree Ordinance and other relevant City Municipal Code sections, and complete a Vegetation Management Plan for the areas along the Feather River.

**DISCUSSION**

At their September 15, 2015 meeting, the Council directed staff to accept applications to develop an ad hoc sub-committee of local citizens to help complete the Urban Forest Management Plan, amend the existing Tree Ordinance and other relevant City Municipal Code sections, and complete a Vegetation Management Plan for the areas along the Feather River.

The City received a total of four applications for appointment to the ad hoc sub-committee (**Attachment A**). Three of the applicants live or own property within the city limits and one applicant is an arborist who lives in the greater Oroville area. Staff recommends that all four applicants be allowed to participate as members of the ad hoc sub-committee. In addition to the local citizens, it is recommended that the following city staff be part of the sub-committee: Wade Atteberry, Luis Topete, Gary Layman and Don Rust. Staff is also recommending the appointment of two Park Commissions and three Council members to the sub-committee.

The City staff has developed a budget and scope of work (**Attachment B**) with our current consultant (PLACEWORKS), and a request for an extension to the original work plan has been submitted to the State Department of Conversation, whom manage the Strategic Growth Council (SGC) Planning Grants, requesting to use the remaining funds for the completion of the work tasks described herein. Approval is currently pending.

CC-16

## **FISCAL IMPACT**

The City staff, and consultant, have completed the work on the Sustainable Code Update and Climate Action Plan. The work was completed under budget and the grant term is due to expire in March of 2016. The City staff has applied to the use the remaining funds for the completion of the items identified herein. Staff will return with any contract amendments required for the completion of the tasks described herein.

## **RECOMMENDATIONS**

1. Direct staff to complete the Urban Forest Management Plan, amendments to the existing Tree Ordinance and other relevant code sections, and a new Vegetation Management Plan for the areas along the Feather River and bring back to the Council review and adoption; and
2. Appoint three (3) City Council members to the ad hoc sub-committee; and
3. Appoint the following to the ad hoc sub-committee to oversee, provide input, and help draft the documents and ordinance amendments:
  - Two (2) Park Commissioners, to be appointed at the November 9, 2015 Park Commission meeting
  - Four (4) local citizens
  - City Staff - Wade Atteberry, Luis Topete, Gary Layman and Donald Rust

## **ATTACHMENTS**

A – Applications for Appointment to the Ad Hoc Sub-Committee

B – Proposed Budget and Scope of Work

# EXHIBIT - A

City of Oroville

OCT 01 2015

Administration



## CITY OF OROVILLE

### APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §8252.

Name of committee/commission you are applying for:

urban forest plan

Note: If you are applying for more than one committee/commission, number in order of preference.

- |                                                                                   |                                                                        |
|-----------------------------------------------------------------------------------|------------------------------------------------------------------------|
| <input type="checkbox"/> Planning Commission                                      | <input type="checkbox"/> Arts Commission                               |
| <input type="checkbox"/> Housing Loan Advisory Committee                          | <input type="checkbox"/> Economic Development Loan Advisory Committee  |
| <input type="checkbox"/> Park Commission                                          | <input type="checkbox"/> Southside Community Center Advisory Committee |
| <input type="checkbox"/> Arts, Cultural Entertainment District Advisory Committee |                                                                        |
| <input type="checkbox"/> Mosquito Abatement District Committee                    | <input checked="" type="checkbox"/> Other: <u>urban forest plan</u>    |

### APPLICANT INFORMATION

Name (print): G. Loren Gill

Residence Address: bald rock rd. berry creek 95916

Mailing Address (if different): \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Are you a qualified elector\*\* of the City? Yes  No

### EMPLOYMENT INFORMATION

Occupation: ret.

Current Employer: owner, nine commercial properties in Oroville.

Current Employer Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

### EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: high school,

Memberships of Organizations: native plant society, historical society.

Have you served on any committee/commission in the past? Yes  No

If yes, list committee/commission and dates served: city of O. gen. plan./ city docent, nature center./SBF.

How did you hear about this recruitment? (Optional)  
news paper ?

---

**VERIFICATION**

By signing this application, I certify that I am a registered voter in the City of Oroville.

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

---

Please use this space for any other additional information that you would like to provide in support of your application.

I do not live in the city of Oroville. Previously, Mr Don Rust indicated to me that I could be considered.



CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Heritage Tree Committee

Note: If you are applying for more than one committee/commission, number in order of preference.

- Planning Commission, Arts Commission, Housing Loan Advisory Committee, Economic Development Loan Advisory Committee, Park Commission, Southside Community Center Advisory Committee, Arts, Cultural Entertainment District Advisory Committee, Mosquito Abatement District Committee, Other:

APPLICANT INFORMATION

Name (print): Lawrence R. Gray
Residence Address: Lodgeview Dr. Oroville CA 95966
Mailing Address (if different):
Telephone:
E-Mail Address:
Are you a qualified elector\*\* of the City? Yes No

EMPLOYMENT INFORMATION

Occupation: President/CEO
Current Employer: Mission Protection Systems Inc
Current Employer Address: 265 Lodgeview Dr. Oroville CA 95966
Telephone: 916 #37-5000

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: Cal State LA
Memberships of Organizations: Early California Agriculture + Technology 'ECATS'
Have you served on any committee/commission in the past? Yes No
If yes, list committee/commission and dates served: Historic Advisory Board Chairperson 2004 - 2007

How did you hear about this recruitment? (Optional)

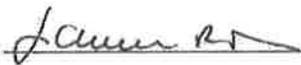
Internet

---

**VERIFICATION**

By signing this application, I certify that I am <sup>not</sup> a ~~registered~~ voter in the City of Oroville.

Date: 10/8/15

Signature: 

---

Please use this space for any other additional information that you would like to provide in support of your application.

CITY OF OROVILLE  
APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

URBAN FOREST MANAGEMENT PLAN

City of Oroville

OCT 15 2015

Administration

Note: If you are applying for more than one committee/commission, number in order of preference.

- Planning Commission                       Arts Commission  
 Housing Loan Advisory Committee         Economic Development Loan Advisory Committee  
 Park Commission                             Southside Community Center Advisory Committee  
 Oroville Mosquito Abatement District Committee     Other: \_\_\_\_\_

APPLICANT INFORMATION

Name (print): SUSAN SIMS

Residence Address: VIEWCREST DR, OROVILLE, 95966

Mailing Address (if different): \_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Are you a qualified elector\*\* of the City? Yes  No

EMPLOYMENT INFORMATION

Occupation: ISA BOARD CERTIFIED MASTER ARBORIST

Current Employer: SELF "SIMS TREE HEALTH SPECIALISTS, INC"

Current Employer Address: 6111 APPALOOSA AVE, JURUPA VALLEY, CA

Telephone: 951 685-6662 92509

EXPERIENCE/BACKGROUND

(Additional information/resume may be attached to this application)

Education: SEE ATTACHED CV

Memberships of Organizations: \_\_\_\_\_

Have you served on any committee/commission in the past? Yes  No

If yes, list committee/commission and dates served: \_\_\_\_\_

OPTIONAL

How did you hear about this recruitment? SAVE OROVILLE TREES

NOT VERIFICATION

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: 10/12/15

Signature: Susan Sims



## BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

*This supplemental questionnaire is a required part of your application package and must be returned along with your "Application for Appointment" to the City Clerk's Office. If you have any questions, please call the City Clerk's Office at 538-2535.*

1. Why would you want to serve on the Committee/Commission?

TO OFFER MY SKILLS FOR  
THE SAFE ESTABLISHMENT AND  
PRESERVATION OF TREES.

2. What unique qualifications and/or skills would you bring to the Committee/Commission?

MASTER ARBORIST

3. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?

POSSIBLY READ ATTACHED LETTER

Date:

10/12/15

Signature:

Susan Sims

# Susan M. Sims

Sims Tree Health Specialists, Inc.

dba: Sims Agriculture, Sims Tree Learning Center, Meier Olive Orchard  
So. CA, 6111 Appaloosa Ave, Jurupa Valley, CA 92509, 951.685.6662  
No. CA, 341 Viewcrest Drive, Oroville, CA 95966, 530.589.4TREE  
No. CA, 7441 Lower Wyandotte Rd, Oroville, CA 95966, 530.589.0203

## Curriculum vitae

---

### Agricultural Biologist

**International Society of Arboriculture Board Certified Master Arborist #WE-0286B (since June 22, 2005) ISA Certified Arborist (since August 30, 1986).**

**California Certified Urban Forester #122 (since 2004).**

**I.S.A. Qualified Tree Risk Assessor (since 2011).**

**California Licensed Agricultural Adviser #70095 (since 1986) Categories:**

*A-Insects, Mites, and other Invertebrates.*

*B-Plant Pathogens*

*D-Vertebrates*

*E-Weeds*

*G-Plant Growth Regulators*

**California Licensed Agricultural Applicator #QL-97257 (since 1983), Categories:**

*A-Residential, Industrial, and Institutional*

*B-Landscape Maintenance*

*C-Right of Way*

*D-Plant Agriculture*

*E-Forest*

*F-Aquatic*

*G-Regulatory*

*H-Seed Treatment*

*I-Animal Agriculture*

*J-Demonstration and Research*

*K-Health Related*

*L-Wood Preservation*

**California State Licensed Landscape Contractor #905423 (since 2007)**

**Wildlife Aware Graduate (since 2013)**

**Inducted into Green Industry Hall of Fame (2015)**

**California Urban Forester's "Educator of the year" (2014)**

## Professional Experience

---

### Sims Tree Health Specialists Inc.

*December 1972 to Present. Consulting, diagnosis, tree preservation, Arborist reports, Integrated pest management and recommendations for Estates, Golf Courses, Cities, Schools, Commercial and Residential clients. Training for professionals and hobbyists.*

### Sims Tree Learning Center

*S. CA. 1996 to present.. Dedicated to research, education and preservation of trees, nature and history. S. CA. TLC has a Palm collection with over 100 varieties. The collection includes Iris (the oldest cultivar dating 1612), Roses, Fruit orchards, Geraniums, Oak... Museum displays include insects, fungi, wood, antique tractors, farm equipment, and a Percheron Draft horse. The "Tree Learning Center" was awarded the 2003 Durrell Maughn founders award for education by the CA Urban Foresters.*

*N. CA. 2014 to present N. CA includes 341 Viewcrest Dr, Oroville and will include the Meier Olive Orchard, 7441 Lower Wyandotte Rd, Oroville.*

## **Inland Empire Urban Forest Council**

*2004 to Present. IEUFC Vice President, Toolkit committee.*

## **Friends of the University of California, Riverside, Botanic gardens**

*July 2004 to 2008. Board of Director, Education committee.*

## **Kenyon Manufacturing, Inc.**

*1979 to 1995. Board of Directors. Kenyon manufactures tools for Horticulture, Landscape, and the Animal industry.*

## **Burpee Seeds**

*1971. Sales; Retail, Wholesale, and Grower*

## **Education**

---

### **Cal Poly University, Pomona, CA**

*Agricultural Biology major, Plant Pathology, and Ornamental Horticulture minor.*

### **University of California, Riverside, CA**

*Plant and Animal Biology, Natural History.*

### **The Arboricultural Consulting Academy, Nebraska City, Nebraska**

*Historic Landscape Preservation Institute, Monticello & University of VA, Virginia*

## **Training, Speaking and Writing**

---

### **Speaker & Trainer**

Beverly Hills Hotel

Boy Scouts – *Insect ID & collection, environmental badge*

Butte County – *Basic Arboriculture*

California Association of Nurserymen,

California Draft horse and mule Association – *poisonous plants*

California Landscape Contractors Association

California Urban Foresters – *Xylella fastidiosa, Arboricultural horrors, biology*

City of Rosemead – *Basic Arboriculture*

City of Thousand Oaks – *Basic Arboriculture*

Friends of the UCR Botanic Gardens- *Tree selection, planting & care, State Trees, Pests & Beneficials in the garden*

Four H – *Poisonous plants*

Home Owner Associations – *Tree care, Selection*

Jurupa Community Parks & Recreation “*Week of the Horse*”- *Poisonous plants*

Inland Urban Forest Council - *Biology of Wood, Pruning and training fruit trees, Halloween Horrors...*

Lands Expo, Las Vegas, NV – *Assessing plant stress, Tree health*

Lands Expo, Louisville, KY – *Decay in trees, Soil issues impacting trees, Hortigenomics...*

Landscape Expo, Long Beach – *Tree Risk, Everything Oaks, Selection, planting, and training trees...*

Landscape Expo, Sacramento – *Tree Risk, Selection, planting, and training trees*

Maloo Foundation – *Tree care & Trimming.*

Management companies – *Tree care, selection, planting, training*

Master Gardeners – *insects, Tree health.*

Pest Control Operators of California- *Insect ID*

Plant Societies & Clubs – *Beneficial insects, Tree care, Native trees, Wildlife Aware, vertebrate pests...*

Schools – *insects, trees*

Sims Tree Learning Center – *Insects 101, Wildlife Aware, Halloween Horrors, ...*

Southern California Turf grass Council – *Plant Health Care*

Spring Horticultural Trade Show – *Basic insect ID, Beneficial insects*

Street Tree Seminar- *Pests on trees, Beneficial insects, Xylella fastidiosa, Wildlife Aware*

## Speaker & Trainer cont.

Ted Stamen & Associates *Arborists' and Tree Workers ISA Certification Preparation Course 22 years*  
*Class 1). Problem Diagnosis and Management (taught annually).*  
*Class 2). Tree Health Care (taught annually)*  
*Palm pests & Diseases.*  
UCR – *Turf Management in Parks, Golf Courses, & other Large Turf Areas*  
Webb Schools – *Basic Arboriculture*  
Western Turf show – *Palm disorders, Insect ID in trees.*  
Wildlife Aware Graduate Program – *held for industry (special program for West Coast Arborists & Great Scott),*  
*CA Naturalists, and garden clubs*

## Published

*Xylella fastidiosa*  
*Article in Landsmagazine, STS Newsletter, CA Urban Forestry newsletter, and Western Arborist*  
*December 2003, May 2005, Summer 2005, 2007*

*Xylella in Liquidambers, Master Gardeners, Winter 2008*

*Lerp psyllids "Their Baaack"*  
*Article in Inland Empire Urban Forester Newsletter and Master Gardener Newsletter*  
*Fall 2008*

*Historic Iris*  
*Article in Landsmagazine*  
*July 2004*

*Toxic Trees, plants & weeds, Trees & horses, Fiddleneck...*  
*Articles in California Draft Horse newsletter, 2002 & 2004.*

*Horticultural Spray Oils: Winter-Safe Cleanup*  
*Feature Article in Arbor Age Magazine*  
*Volume 14, Number 12, December 1994*

*Master Gardener column in 10 newspapers for 18 months.*  
*1984, Riverside, CA*

## **Organization Affiliations**

---

**American Horticultural Society, Member, Alexandria, VA**

**American Public Garden Association, Member, Wilmington, DE**

**American Society of Consulting Arborists, ASCA, Member & Academy Graduate January 1996.**

**ARCPACS, American Registry of Certified Professionals, Certified in Agronomy, Crops, and Soils, Past Adviser #10507 (1995 – 2002).**

**American Association of Applied IPM Ecologists, Member, Coarsegold, CA.**

**California Forest Pest Council, Member**

**California Oak Foundation, Member, 1212 Broadway, Suite 810, Oakland, CA 94612**

**California Rare Fruit Growers, Member, Historic fruit tree committee, Inland Empire Chp, Riverside, CA**

**Farm Bureau, Member, Riverside, and Oroville, CA**

**Gamma Sigma Delta, The Honor Society of Agriculture, Member Cal Poly, Pomona**

**Gates Cactus and Succulent Society, Member, San Bernardino, CA**

**Golden Key National Honor Society, Member, Cal Poly, Pomona**

**Inland Empire Iris Society, Past Member, Riverside, CA**

**Inland Urban Forestry Council, Vice President, Riverside, CA**

**International Society of Arboriculture, Member and Board Certified Master Arborist, Savoy, IL**

**Los Angeles Mycological Society, Member, Los Angeles, CA**

**National Arbor Day Foundation, Member, Nebraska City, Nebraska**

**Palm Society of Southern California**

**Riverside County Sheriffs Underwater Search & Recovery Team, Past member & diver, Riverside, CA**

**Save Oroville Trees, member**

**Street Tree Seminar, member, Southern CA**

**University of California, Riverside, Friends of the Botanic Gardens, Past Board of Directors, Riverside, CA**

**University of California Master Gardeners, "Honorary Master Gardener" Speaker bureau and training staff for new Master Gardeners. Formerly wrote Master Gardener column in 10 newspapers for 18 months. Riverside, CA**



# *Sims Tree Health Specialists, Inc.*

*Sims Tree Learning Center at Meier Olive Orchard  
7441 Lower Wyandotte Rd, Oroville, CA 95966  
(530)589-4742 & (530)589-0203*

City of Oroville  
Community Development Department  
1735 Montgomery Street  
Oroville, CA 95965-4897

October 11, 2015

Regarding application for Ad-hoc subcommittee for the completion of the urban forest management plan, amendments to existing tree ordinance, and new vegetation management plan.

I am not a resident of the city of Oroville. My husband and I purchased 341 Viewcrest Drive, Oroville, 95966 thirty years ago and recently the twenty two acre Meier olive orchard at 7441 Lower Wyandotte Rd, Oroville, 95966. I believe both are Butte County. This is a distinction I never gave much thought too.

I have been encouraged to submit my application even though I am not an Oroville city voter.

I am uniquely qualified to render assistance but do not qualify by residency.

Being a commercial arborist could be perceived as a conflict of interest. I could be called upon as a commercial Arborist to perform work in the city. I currently do not. I do work for the County of Butte and are submitting a proposal to Feather River Parks for mistletoe control.

Perhaps I could still be of assistance as a non-voting member, there only to add my professional guidance.

I have attached my Curriculum Vitae and am available to answer questions.

Sincerely,

Susan M. Sims

ISA Board Certified Master Arborist #WE-0286B

ISA Qualified Tree Risk Assessor

Certified Urban Forester #122

CA Lic. Agricultural Advisor #70095

CA Lic. Agricultural Applicator #QL-97257

Wildlife Aware Graduate

CA Contractors Lic. #90542

RECEIVED

OCT 23 2015

3:19 pm



CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION  
(Please Read Instructions)

RETURN TO: CITY CLERK'S OFFICE, 1735 MONTGOMERY STREET, OROVILLE, CA 95965

Completed applications are considered public records per Government Code §6252.

Name of committee/commission you are applying for:

Ad-Hoc subcommittee for the Urban Forest Management Plan

Note: If you are applying for more than one committee/commission, number in order of preference.

- Planning Commission
- Housing Loan Advisory Committee
- Park Commission
- Arts, Cultural Entertainment District Advisory Committee
- Mosquito Abatement District Committee
- Arts Commission
- Economic Development Loan Advisory Committee
- Southside Community Center Advisory Committee
- Other: \_\_\_\_\_

APPLICANT INFORMATION

Name (print): Scott Kent Fowler

Residence Address Washington Ave. Oroville

Mailing Address (if different): PO Box Oroville, CA 95965

Telephone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Are you a qualified elector\*\* of the City? Yes  No

EMPLOYMENT INFORMATION

Occupation: Owner

Current Employer: Fowler Pest Services

Current Employer Address: PO Box 2795 Oroville CA 95965

Telephone: 530-693-1267

EXPERIENCE/BACKGROUND

(Additional information/resume may be provided on page 2 of this application)

Education: see page 2

Memberships of Organizations: Please see attached

Have you served on any committee/commission in the past? Yes  No

If yes, list committee/commission and dates served: Please see attached

# SCOTT KENT FOWLER

PO Box 2795, Oroville, CA 95965 (530) 693-1267

COMMITTEE/COMMISSIONS IN BOLD

## VOLUNTEER EXPERIANCE

<b>Feather River Recreation and Park District Elected Director to the Board</b>	<b>2014 to present</b>
Butte County Historical Society – Board Member	2014 to present
Oroville Economic Development Corp. – Board Member	2012 to present
Butte County Master Gardeners – Master Gardener	2014 to present
South Oroville African American Historical Society - Member	2015 to present
Save Oroville Trees – Founding Member	2014 to present
Oroville Masonic Building Association	Member 2008 to present President 2008 to 2014
Oroville Chamber of Commerce - Ambassador	2008 to present
<b>Butte County General Plan 2030 Citizens Advisory Committee member</b>	<b>Nov. 2006 through March 201</b>
Butte Co CERT Community Emergency Response Team	2005/2006
Feather River Nature Center – Docent & VP	2004 through 2008
Thermalito Neighborhood Watch – Block Captain	2004 through 2006
Malibu Creek State Park – Docent Visitor Center 28754 Mulholland Highway, Agoura, CA 91301	March 2001 to June 2003
<b>C-PAB – Los Angeles Police Department, Foothill Division Community Police Advisory Board – Committee Member 12760 Osborne Street, Pacoima, CA 91331</b>	<b>1999 to June 2003</b>
Neighborhood Watch – Block Captain Sylmar, CA	1998 to June 2003
Boy Scouts, Sylmar, CA Assistant Scout Master, Troop 94 Cub Scouts, Co-Den Leader, Pack 94	July 2000 to June 2002 Sept. 2001 to May 2002
<b>Sylmar Park, Los Angeles City Parks and Recreation, Sylmar, CA Park Advisory Board Member Volunteer Neighborhood Oversight Committee</b>	<b>1998 to 2001 1998 to 1999</b>

# **SCOTT KENT FOWLER**

**PO Box 2795, Oroville, CA 95965 (530) 693-1267**

---

## **MEMBERSHIPS OF ORGANIZATION**

<b>Butte County Historical Society</b>	<b>Board Member 2014 to present</b>
<b>Oroville Economic Development Corp.</b>	<b>Board Member 2012 to present</b>
<b>California Invasive Plant Council (Cal IPC)</b>	<b>Member 2014 to present</b>
<b>Butte County Master Gardeners</b>	<b>Master Gardener 2014 to present</b>
<b>South Oroville African American Historical Society</b>	<b>Board Member 2015 to present</b>
<b>Save Oroville Trees</b>	<b>Founding Member 2014 to present</b>
<b>Oroville Masonic Building Association</b>	<b>Member 2008 to present</b>
<b>Oroville Chamber of Commerce -</b>	<b>Member 2008 to present</b>

# SCOTT KENT FOWLER

PO Box 2795, Oroville, CA 95965 (530) 693-1267

---

## Basic Supplemental Information Questionnaire

1. Why would you want to serve on the Committee/Commission?

I want to help preserve and grow our urban forest. To help educate and identify issues that are of concern to the community. To assist in creating better policy and practices that benefit our trees and our city.

What unique qualifications and/or skills would you bring to the Committee/Commission?

My background is primarily based in horticulture. I have over twenty years of experience as a nurseryman. I am now working for myself as a pest control operator doing structural pest management as well as pest management for trees and shrubs (Plant Health). I have a strong knowledge based understanding of plant Id, characteristics, disease and treatments as well as design and overall maintenance.

2. Do you have any conflicts or potential conflicts that would make you ineligible to vote on any items? How often do you think these conflicts might arise?
3. No

Date: Oct. 23, 2015

Signature: 

How did you hear about this recruitment? (Optional)

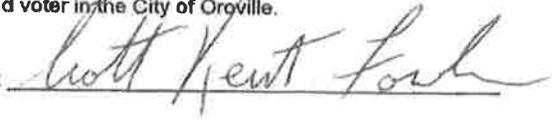
public involvement

---

**VERIFICATION**

By signing this application, I certify that I am a registered voter in the City of Oroville.

Date: October 23, 2015

Signature: 

---

Please use this space for any other additional information that you would like to provide in support of your application.

Education - Santa Monica College - Certificate of Completion, Study of  
Administration of Justice - AJ30A P.O.S.T. Certification \$4600-80100-00002.  
Mission College - Study of Administration of Justice  
Pierce College, Plant Identification and use, Landscape Design.

# EXHIBIT - B

The PlaceWorks Team  
**Urban Forest and Vegetation Management Plan**  
**Hourly Cost Sheet**

		PLACEWORKS				PlaceWorks Hours	PlaceWorks Labor Total	Subconsultant Labor Total	Total Task Budget
		Principal	Senior Associate	Project Planner	WP/ CLERICAL				
		Role \$190	Role \$160	Role \$105	\$75				
<b>Hourly Rate:</b>									
<b>TASK A. Project Initiation</b>									
1	Kickoff Meeting	6	8	2	1	17	\$2,705	\$400	\$3,105
2	Background Information Review and Site Visit	3	4	2		9	\$1,420	\$1,600	\$3,020
3	Project Coordination	8	20	8		36	\$5,560	\$800	\$6,360
<b>Task 1. Subtotal</b>		<b>17</b>	<b>32</b>	<b>12</b>	<b>1</b>	<b>26</b>	<b>\$9,685</b>	<b>\$2,800</b>	<b>\$12,485</b>
<b>TASK B. Draft Urban Forest and Vegetation Management Plan</b>									
1	Draft Vegetation Management Guidelines	2	12	24		38	\$4,820	\$4,640	\$9,460
2	Tree Ordinance and Code Review and Recommendations	2	14	8		24	\$3,460	\$5,250	\$8,710
3	Urban Forest Plan	3	20	40		63	\$7,970	\$800	\$8,770
4	Admin Draft Urban Forest and Vegetation Management Plan	2	6	20	2	30	\$3,590	\$400	\$3,990
5	Draft Urban Forest and Vegetation Management Plan	1	6	12	2	21	\$2,560	\$400	\$2,960
<b>Task 2. Subtotal</b>		<b>10</b>	<b>58</b>	<b>104</b>	<b>4</b>	<b>176</b>	<b>\$22,400</b>	<b>\$11,490</b>	<b>\$33,890</b>
<b>TASK C. Final Urban Forest and Vegetation Management Plan</b>									
1	Presentation of Draft Plan	2	16	8	2	28	\$3,930		\$3,930
2	Final Urban Forest and Vegetation Management Plan	1	6	12	2	21	\$2,560	\$400	\$2,960
<b>Task 3. Subtotal</b>		<b>3</b>	<b>22</b>	<b>20</b>	<b>4</b>	<b>49</b>	<b>\$6,490</b>	<b>\$400</b>	<b>\$6,890</b>
<b>Labor Hours Total</b>		<b>30</b>	<b>112</b>	<b>136</b>	<b>9</b>	<b>251</b>			
<b>Labor Dollars Total</b>		<b>\$5,700</b>	<b>\$17,920</b>	<b>\$14,280</b>	<b>\$675</b>		<b>\$38,575</b>	<b>\$14,690</b>	<b>\$53,265</b>
<b>PlaceWorks Percent of Total Labor</b>		<b>12%</b>	<b>45%</b>	<b>54%</b>	<b>4%</b>				
<b>EXPENSES</b>									
PlaceWorks Reimbursable Expenses									\$950
Subconsultants' Reimbursable Expenses									\$700
2% of Labor for Office Expenses (Copies, Faxes, Phone, Misc. Printing)									\$772
10% Subconsultant Markup									\$1,469
<b>EXPENSES TOTAL</b>									<b>\$3,891</b>
<b>GRAND TOTAL</b>									<b>\$57,156</b>

# WORK SCOPE

The following scope of work describes PlaceWorks' approach to assisting the City Oroville in developing an Urban Forest and Vegetation Management Plan.

## *Task A. Project Initiation*

### **1. Staff Meeting #1: Project Initiation**

The PlaceWorks team will meet with City of Oroville staff and the AdHoc Subcommittee to discuss the scope of work and schedule for the Urban Forest and Vegetation Management Plan. We will review key goals and objectives for the work to be completed, and establish a schedule for key milestones and meetings.

*Deliverables:* Meeting agenda, revised scope of work and schedule

### **2. Background information Review and Site Visit**

The PlaceWorks team will review background information, including the City's existing Tree Ordinance and any existing City documents pertaining to tree and vegetation management and maintenance. Following the kickoff meeting, we will complete a site visit to observe urban forest conditions in Oroville. For this task, we will observe and document the character of urban forest in neighborhoods, as well as in the key corridors and key opportunity sites identified in the Oroville Urban Area Greening Plan. We will also complete a site analysis of the Feather River corridor in the City to observe and document vegetation conditions. This site visit will focus on the area between Riverbend Park and the Green Bridge on the south bank of the Feather River. Key plant species (both native and non-native) will be documented and photographed.

### **3. Project Coordination**

The PlaceWorks team will participate in up to three meetings with the City regarding the Urban Forest and Vegetation Management Plan. We anticipate that these meeting will be by conference call.

We will also participate in up to two phone calls with resource agency representatives regarding vegetation management requirements and goals for the Feather River corridor.

*Deliverables:* Meeting agendas and summary notes

## *Task B. Draft Urban Forest and Vegetation Management Plan*

### **1. Draft Vegetation Management Guidelines**

The PlaceWorks team will develop draft vegetation management guidelines for the Feather River corridor based on the following: 1) Existing vegetation patterns observed and recorded during the site visit, 2) City goals regarding vegetation removal and species management, and 3) Input from resource agency contacts regarding management of vegetation along the corridor.

As part of the guidelines, we will develop a species guide using photographs of vegetation present in the corridor. This guide will help City staff and volunteers identify both desirable species to be protected, as well as invasive and exotic species to be removed. Guidelines will include specific steps for removal, treatment and disposal of these species, as well as guidance for ongoing management.

*Deliverable:* Draft Vegetation Management Guidelines

### **2. Tree Ordinance Review and Recommendations**

The PlaceWorks team will review the City of Oroville's existing tree ordinance. Based on input received at the kickoff meeting and in conversation with City of Oroville staff and the Ad Hoc subcommittee, PlaceWorks will develop a series of recommended edits and additions to the Tree Ordinance and Municipal Code sections pertaining to the removal, installation and/or maintenance of trees.

*Deliverables:* Draft memorandum summarizing proposed revisions to City Tree Ordinance and Municipal Code

### **3. Urban Forest Plan**

PlaceWorks will develop the Urban Forest Plan. The Plan will be based on the Urban Forestry, Planting Design and Plant Palette and Tree Planting and Care Recommendations sections that were included in the Oroville Urban Area Greening Plan. We will compile these sections into a single document.

In addition, PlaceWorks will work with the City and the Subcommittee to amplify the Urban Forestry Plan, emphasizing the following:

- Describing a strategy for replacement of City trees identified as needing replacement
- Refining the plant palette, emphasizing tree and shrub species appropriate for the City of Oroville
- Identifying proposed tree species along specific corridors and street types in order to enhance neighborhood identity and character

#### **4. Administrative Draft Urban Forest and Vegetation Management Plan**

PlaceWorks will create the Administrative Draft Urban Forest and Vegetation Management Plan based on the work completed in Tasks B.1-3, above. We will provide an electronic copy of the Administrative Draft Plan to the City for review.

*Deliverable:* Administrative Draft Urban Forest and Vegetation Management Plan

#### **5. Draft Urban Forest and Vegetation Management Plan**

Based on comments received from the City and the Subcommittee on the Admin Draft Plan, PlaceWorks will create the Draft Urban Forest and Vegetation Management Plan.

*Deliverable:* Draft Urban Forest and Vegetation Management Plan

### *Task C. Final Urban Forest and Vegetation Management Plan*

#### **1. Presentation of Draft Urban Forest and Vegetation Management Plan**

PlaceWorks will attend up to two meetings to present the Draft Urban Forest and Vegetation Management Plan. We anticipate that one of these meetings will be with the City Council, and that the other will be with either the Planning Commission or the AdHoc Subcommittee.

*Deliverable:* Draft Presentation

#### **2. Final Urban Forest and Vegetation Management Plan**

Based on input received from the Council and in from City staff, PlaceWorks will create the Final Urban Forest and Vegetation Management Plan.

*Deliverable:* Final Urban Forest and Vegetation Management Plan



**CITY OF OROVILLE**  
**FINANCE OFFICE**  
**1735 MONTGOMERY STREET**  
**OROVILLE, CA 95965-4897**

**530-538-2410**

**OROVILLE CITY COUNCIL**  
**STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: RUTH WRIGHT, FINANCE DIRECTOR**

**RE: WHAT'S HAPPENING IN THE FINANCE DEPARTMENT**

**DATE: November 3, 2015**

**City Policies** - As my first year as Finance Director comes to completion, my hope is this first year has provided the opportunity to see almost everything that passes through the Finance Department on an annual basis.

One thing that stands out as something to put on the top priority list is the City's need for policies. Both updating policies and proposing new policies.

Some candidates for the Council to consider in the future:

**NEW:**

- Cash Handling Policy
- Revenue Policy
- Budget Policies
- Travel Policy
- Capital Asset Policy
- Reserve Policy

**UPDATING NEEDED:**

- Budget Policy and Purchasing policy, currently these are together in the same policy but should really be two separate policies. There is confusion over the amount to capitalize assets and threshold that would require purchase orders etc.

**RECENTLY COMPLETED POLICIES:**

- Credit card policy and manual
- Fund Balance Policy (classifications)
- Outstanding Check Policy
- Bad Debt and Collection Policy

Why policies are so important to the success of the City:

Without policies:

- We are subject to individual's interpretations of how things should be handled
- We have no standard to strive for
- There is too much confusion and questioning causing valuable lost staff time
- Reports are inconsistent and therefore less useful

**OROVILLE CITY COUNCIL  
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS AND**  
**FROM: BILL LAGRONE, POLICE AND FIRE CHIEF**  
**RE: POLICE DEPARTMENT MONTHLY REPORT FOR SEPTEMBER, 2015**  
**FIRE DEPARTMENT MONTHLY REPORT FOR SEPTEMBER, 2015**  
**DATE: NOVEMBER 3, 2015**

**SUMMARY**

The Council will receive a monthly report regarding the activities, revenues, and general information for the Police and Fire Departments.

**Staffing:**

<b>Positions</b>	<b>Total staffed</b>	<b>Total Authorized</b>	<b>Total Vacant/Frozen</b>
Police Officer	24.5	25.5	0/1
Dispatcher	9	9	0/0
Community Service Officers / Evidence/MLE	10	11	0/1
Administrative Personnel	2	4	0/2

<b>Positions</b>	<b>Total staffed</b>	<b>Total Authorized</b>	<b>Total Vacant/Frozen</b>
Firefighters	4	4	0/0
Fire Engineer	9	9	0/0
Fire Captain	3	3	0/0
Administrative Personnel	3	3	0/0

**Police Overtime YTD:**

Overtime Budgeted	Overtime Expended YTD	Percentage Expended
\$ 261,097.00	\$ 106,096.00	40.6 %

**Fire Overtime YTD:**

Overtime Budgeted	Overtime Expended YTD	Percentage Expended
\$200,000.00	\$90,000.00	45%

**Department Activity:**

Events Year to Date 2015	Average Response Time for Crimes against persons <small>*Priority 1 crimes</small>	Average Response Time for all types of calls for Service	National Average Response Time
26,495	5:06	6:45 minutes	8 - 11 minutes

**Downtown Foot and Park Patrols:**

	Park Patrols	Downtown Patrols
SEPTEMBER 2015	142	10
Year to Date	1,218	293

**Parking Enforcement Citations Issued:**

SEPTEMBER 2015	Year to Date 2015	SEPTEMBER 2014	Year to date 2014
4	106	14	178

**Police Activity:**

	SEPTEMBER 2014	SEPTEMBER 2015	Year to date 2014	Year to date 2015
<b>Arrest</b>				
<b>Misdemeanor</b>	181	269	1,671	1,971
<b>Felony</b>	67	58	592	451

	SEPTEMBER 2014	SEPTEMBER 2015	Year to date 2014	Year to date 2015
<b>Citations</b>				
	143	108	1,614	1,197

**Uniform Crime Reporting:**

Crimes of Violence	SEPTEMBER 2015	Year to Date SEPTEMBER – December
Homicide	0	1
Rape	0	8
Robbery	3	22
Aggravated Assault	0	25

Population per 2010 Census 15,000  
Violent Crimes YTD 56  
Violent Crime Rate 0.0037

**Fire Department Activity:**

Incidents	SEPTEMBER 2015
Fallen no injury / Medical Alarm	11
Dumpster Fire / Unoccupied Vehicle	3
Vegetation Fire	9
1, 2, or 3 Family Homes	4
Downtown/Apartments/Commercial/Hospitals, etc.	1
FD General Alarm	1
Hydrant Sheared off / Water line break outside	1
Gas Odor / Power Lines Down	3
Alarm Sounding/Smoke/Fireworks	14
Medical Aid/non CPR	217
Traffic Collision	28
Water Flow Alarm	1
Assist Other Agency	5
<b>Total Incidents</b>	<b>298</b>

Events Year to Date 2015	Average Response Time (Dispatch to Arrival)
2,807	5:07 minutes

**Fire Marshall Inspections:**

	SEPTEMBER 2015	2015 Year to Date	SEPTEMBER 2014	2014 Year to Date
Plan Checks	10	43	22	120
Occupancy	8	115	9	85
Fire Inspections	30	156	5	38

## SPCA Statics:

### Service Calls by Priority:

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	12	67	5.56
Priority	75	379	5.05
At Officer Convenience	46	212	4.61
After Hours	10	96	9.60

### Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
97	74	51	43	2	0	1

\*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

### Animal Outcomes:

Outcome Type	Outcome Total
Adoption	4 - (3 Dogs) (1 Cat)
Died	1 - (1 Cat)
Disposal	9 - (1 Dog) (3 Cats) (4 Other) (1 Bird)
Euthanasia	38 - (9 Dogs) (25 Cats) (4 Other)
Foster	2 - (1 Dog) (1 Cat)
RTO	19 - (17 Dogs) (2 Cats)
Transfer	1 - (1 Livestock)

\*Others are wild animals such as bats, skunks, snakes, possums, etc....

### SPCA After-hours call outs:

SEPTEMBER 2015	Fiscal Year to Date
10	93

**Shoes for Kids:**

Shoes Provided	Socks Provided
0	0

This program provides shoes and socks for children of our Community. This program is funded by Department member donations and community donations.

**Volunteers:****Total Number of V.I.P.S. Volunteer Hours for 2015:****Volunteer Hours converted to dollar amount:**

Value of Volunteer hour in California \$21.36

$$3,079.9 \times 21.36 = \text{\$70,678.10}$$

**Total Number of Staff Volunteer Hours for 2015:****Volunteer Hours converted to dollar amount:**

Value of Volunteer hour in California \$21.36

$$1012.2 \times \$21.36 = \text{\$24,318.36}$$

**FISCAL IMPACT**

No impact to the General Fund.

**RECOMMENDATIONS**

Receive and file the SEPTEMBER, 2015, monthly report regarding the activities, revenues, and other general information of the Public Safety Department.

## Jamie Hayes

---

**From:** James Lau <jlau@calwater.com>  
**Sent:** Wednesday, October 21, 2015 9:19 AM  
**To:** Linda Dahlmeier  
**Cc:** truggle@calwater.com; CityAdministrator  
**Subject:** Cal Water - September Water Conservation for the Oroville District

Dear Mayor Dahlmeier,

Cal Water recently reported September water conservation data for our Oroville District, which includes the City of Oroville, to the State Water Resources Control Board.

For the month of September, our Oroville District reduced its water consumption by 20.6% when compared to September 2013. As a reminder, the Oroville District has a cumulative water reduction requirement of 28%, which must be met by the end of February 2016, per Governor Brown's Executive Order. Cumulatively, for the past four months, the Oroville District has reduced its water use by 28.2% when compared to the same period in 2013.

If you have any questions or if we can do anything else to help the City of Oroville reduce its water use, please contact Toni Ruggle, Oroville's District Manager, at 530-533-7942 or [truggle@calwater.com](mailto:truggle@calwater.com).

### James Lau

Government Relations Associate  
CALIFORNIA WATER SERVICE



**Quality. Service. Value.**  
[calwater.com](http://calwater.com)

This e-mail and any of its attachments may contain California Water Service Group proprietary information and is confidential. This e-mail is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient of this e-mail, please notify the sender immediately by replying to this e-mail and then deleting it from your system.



## Butte County Mosquito and Vector Control District

5117 Larkin Road • Oroville, CA 95965-9250  
Phone: 530-533-6038 • Fax: 530-534-9916  
[www.BCMVCD.com](http://www.BCMVCD.com)

**Matthew C. Ball**  
Manager

October 15, 2015

Oroville City Council  
1735 Montgomery Street  
Oroville, Ca 95965

City of Oroville  
OCT 15 2015  
Administration

Dear Council Members:

The appointment of, Gordon Andoe, representing City of Oroville to our Board of Trustees will expire at the end of this year. At the Board of Trustees meeting held October 14, 2015, Mr. Andoe signified his willingness and desire to serve again if reappointed.

Mr. Andoe has faithfully served as a Trustee for the Butte County Mosquito and Vector Control District for 4 years, and his knowledge and technical expertise has provided valuable contributions to the technical, financial, and governmental aspects of the District program. He has been a strong and consistent advocate of public health protection for the residents of Butte County, Hamilton City, the State of California, and the nation, and his service and experience have been a valuable contribution to the mosquito and vector control program of Butte County.

For your information, Health and Safety Code (HSC) Section 2024 governs the District's Board appointments. Pursuant to HSC, Section 2022(b) each person appointed by a city council to be a member of a board of trustees shall be a voter in that city and a resident of that portion of the city that is within the district (District's service area). Additionally, pursuant to HSC, Section 2024(a) expect as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January. Members of the Board of Trustees serve without compensation, but do receive an amount to not exceed \$100.00 per month for expenses incurred while on official business.

If you have any questions please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Matthew C. Ball".

Matthew C. Ball  
District Manager

Cc: Gordon Andoe

MCB: ds



## 2015 PUBLIC EDUCATION

The District's Public Education Department has been very busy in 2015. Looking back on the season shows that the District was represented at the Home and Garden Show in Chico, Gold Nugget Days in Paradise, Feather Fiesta Days in Oroville, Red Suspenders Day in Gridley, the Silver Dollar Fair in Chico, the Biggs National Night Out, the Berry Creek Berry Festival, the Butte County Fair, and the Salmon Festival in Oroville. All of the events that the District attends have an excellent insect display put together by District Entomologist Eric Gohre, as well as a mosquitofish and mosquito larvae display. At these events the District also hands out, free of charge, fly/mosquito swatters, tick identification cards, recyclable shopping bags, and mosquito repellent. The PR Department has done several TV, radio, and newspaper interviews, has issued several press releases, and published several public notices. The television interviews were granted to KHSL 12 News, KNVN 24 News, and KRCR News Channel 7. Radio interviews were granted to KPAY radio in Chico. Newspaper/internet interviews were granted to the Chico Enterprise Record, the Chico News and Review, the Oroville Mercury News, and the Paradise Post. District Manager Matt Ball and Assistant Manager Doug Weseman gave presentations at the Gateway Science Museum in Chico, and the Rotary Clubs in Gridley and Paradise. A group presentation was also given to/at the California Conservation Corps. in Chico.

The District's billboard campaign ran from May to September and the locations rotated on a monthly basis. This year's theme is Fight the Bite. The District ran advertisements in the Chico ER and the Chico News and Review. The District is also advertising with Deer Creek Broadcasting on 103.5 FM, 97.7 FM, 95.1 FM, and KPAY 1290. This program started on June 1 and will run through the end of October.

With this year's high number of West Nile virus cases, the District believes that it is imperative to get the mosquito bite prevention message out to the public. That message states that if a person can avoid getting bitten by a mosquito, they can avoid getting any mosquito-borne illness, including West Nile virus. Some of the ways the District suggests that residents prevent mosquito bites are staying inside at dusk and dawn when mosquitoes are most active, wearing repellent and/or long sleeves and pants when outside during peak mosquito activity, and making sure their door and window screens are in good working condition. Residents are also asked to check their property for possible mosquito breeding sources, and draining any unnecessary standing water.



*Salmon Festival*

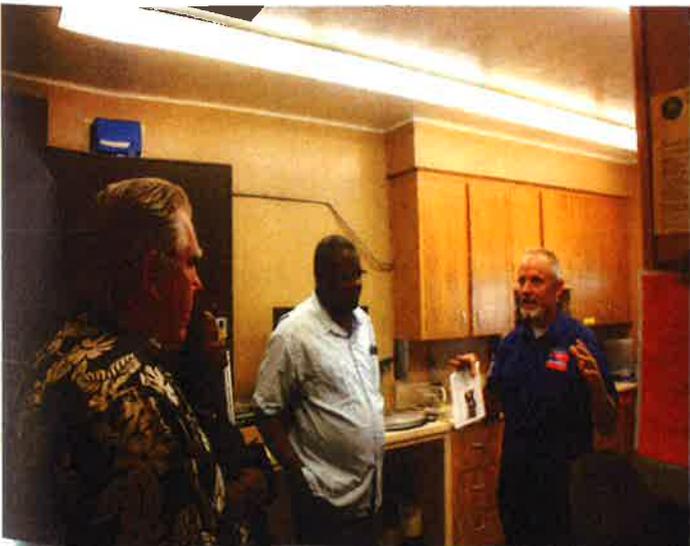


*Public Education Display*

## LIBERIA VISITS BCMVCD

The District was quite surprised this past summer when it got a phone call from Oroville City Council member Dave Pittman. Dave asked if he and 2 members from the Ministry of Health in Liberia, Augustus Flomo and Cecilia Flomo, could come by for a tour of the District. Liberia is a country in West Africa that is home to 4.5 million people. Augustus and Cecilia are currently involved in Ebola prevention and education, but they are also concerned with mosquitoes and mosquito-borne illnesses. They said that they had never been to a mosquito and vector control district before and they were very interested in what we do. When asked about Liberia's current mosquito control program, Augustus stated that Liberia's main form of mosquito control is bednets. According to Taiyee Quenneh of Front Page Africa, "the centerpiece of Liberia's malaria control program at the Ministry of Health and Social Welfare is the distribution of insecticide-treated mosquito bednets. While the use of insecticide-treated mosquito bednets has proven to show positive outcome in malaria prevention, adopting it as the main malaria intervention strategy is insufficient and at best timid in the face of damning statistics on the toll of the disease on the Liberian population. A study by the United Nations International Children Emergency Fund (UNICEF) estimates that 3000 children under the age of 5 years die each day as a result of malaria in Sub-Saharan Africa. Liberia's share of those deaths is eight children a day. In addition, there are countless prenatal and postnatal developmental problems suffered when a mother infected with malaria passes the disease on to her unborn child. On an annual basis, GDP losses in Liberia as a result of the disease can be counted in the millions, according to another UNICEF study". Malaria is not the only mosquito-borne illness that Liberia is concerned with. Dengue fever, Chikungunya virus, Rift Valley fever, yellow fever, and West Nile virus are also of major concern.

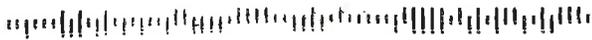
While Augustus Flomo was impressed by the District's aerial operations, surveillance, and ground operations, he was most interested in the District's mosquitofish program. The cost of most of the District's operations would be prohibitive in Liberia, but a larval control program based on mosquitofish might be an affordable way for the country to reduce the number of mosquitoes and mosquito-borne illnesses that affect the country. The District hopes that it can keep an open line of communication going with Liberia concerning this project. While the District is limited as to what it can do to help, it hopes that it can be of some technical help with the project if it should ever come to fruition.



*Assistant Manager Doug Weseman gives a tour of the District to Dave Pittman, Augustus and Cecilia Flomo*



*Continuing the tour*



95965534897 0016

Oroville City Clerk-Duffey  
1735 Montgomery Street  
Oroville, CA 95965



Oroville, CA. 95965  
5117 Larkin Road

Butte County Mosquito and Vector Control District



### MANAGERS MESSAGE

The 2015 mosquito and mosquito-borne disease season started earlier than normal and lasted longer than expected. 2015 also set record numbers of West Nile virus activity. As of October 5, 2015, Butte County has observed more WNV human infections than any other county in the state. I want to thank an extremely dedicated group of employees willing to step up to large projects, work long hours, nights, and holidays, and to remain committed to protecting the public's health. I am extremely grateful and appreciative for all twenty nine employees (13 seasonal). For all those that went above and beyond this season, I thank you! It is only because of you that the District is able to provide a level of service that has come to be expected by the residents within our service area and to suppress WNV from being more prevalent than it was.

### MISSION STATEMENT

The mission of the Butte County Mosquito and Vector Control District is primarily to suppress mosquito-transmitted disease and also to reduce the annoyance levels of mosquitoes and diseases associated with ticks, fleas and other vectors through environmentally compatible control practices and public education.

### CONTACT INFORMATION

Butte County Mosquito and Vector Control District  
5117 Larkin Road, Oroville, CA. 95965

Phone: (530) 533-6038, (530) 342-7350

Fax: (530) 534-9916

Website: [www.BCMVCD.com](http://www.BCMVCD.com)

**"FIGHT THE BITE!"**

City of Oroville

OCT 28 2015

Administration

JAMES LENHOFF  
1084 Montgomery Street  
Oroville, California 95965

October 27, 2015

Stuart Farley  
California Dept. Water Resources  
3464 El Camino Ave, Suite 200  
Sacramento, CA 95821

Re: Oroville Flood Danger

Dear Mr. Farley,

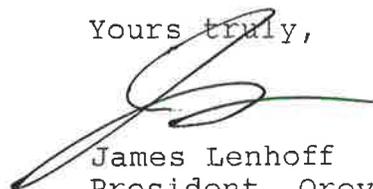
A front-page article in the Oroville Mercury-Register said you are the one to contact about flood danger concerns during the forthcoming El Nino. For several years now, residents of Oroville have been concerned over the large number of trees and brush being allowed to expand profusely in the river bed flowing past downtown Oroville.

It was civil engineer Samuel Norris who pioneered the project to dredge the river bed and raise the old concrete levee several feet - a project that spared Oroville from destruction by the disastrous flood of 1955.

I became well-acquainted with Mr. Norris and remember him telling me and others, "Keep those trees from filling up the river bed, and you will never have another flood." His theory was that a deep, unadulterated channel could carry the flood waters rapidly through the area, avoiding a build-up like those that inundated other towns and areas.

If these trees are not removed and we face another flood crises, our only hope is the currently low ebb of Lake Oroville and plenty of flood insurance. However, we will never forget the time we had to evacuate our town from a near calamity after the Oroville Dam was built. Therefore, I hope the state will give immediate attention to a safety project it was acheduled to manage many years ago.

Yours truly,



James Lenhoff  
President, Oroville Heritage Council

*cc: City Council  
Details*