



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**NOVEMBER 17, 2015**  
**CLOSED SESSION 5:00 P.M.**  
**OPEN SESSION 6:00 P.M.**  
**AMENDED AGENDA**

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### CLOSED SESSION (5:00 P.M.)

#### ROLL CALL

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

### CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 6)

### RECONVENE TO OPEN SESSION

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

### PLEDGE OF ALLEGIANCE

### PROCLAMATION / PRESENTATION

*New Business Certificate and Welcome to Oroville for Morrow Heating & Air*

*New Business Certificate and Welcome to Oroville for Gilmore Computer Services, LLC*

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

### CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF NOVEMBER 3, 2015 REGULAR MEETING OF THE OROVILLE CITY COUNCIL – minutes attached**

**Finance Department:**

2. **MONTHLY FINANCIAL REPORT AND REPORT OF INVESTMENTS FOR OCTOBER 2015** – report attached

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

Council Action Requested: **Acknowledge receipt of the October 2015 Monthly Financial Report and Report of Investments.**

**Community Development Department:**

3. **NATIVE SONS OF THE GOLDEN WEST REQUEST TO USE PIONEER MUSEUM** – staff report

The Council may consider a request by the Native Sons of the Golden West, Argonaut Parlor No. 8 to hold a plaque dedication ceremony on January 24, 2016, for the Native Sons of the Golden West Charter that is currently housed in the Pioneer Museum. **(Donald Rust, Director of Community Development)**

Council Action Requested:

1. **Approve the request by the Native Sons of the Golden West, Argonaut Parlor No. 8 to hold a plaque dedication ceremony on January 24, 2016, for the Native Sons of the Golden West Charter that is currently housed in the Pioneer Museum; and**
2. **Accept the offer by the Native Sons of the Golden West, Argonaut Parlor No. 8 to assist with the annual cleaning of the Pioneer Museum and its artifacts on December 15, 2015 – February 1, 2016.**

4. **AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH THE BUTTE COUNTY OFFICE OF EDUCATION** – staff report

The Council may consider an Agreement to Right-of-Entry/Possession with the Butte County Office of Education for the installation of existing and proposed fiber optic communication lines in the downtown area. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8444 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH THE BUTTE COUNTY OFFICE OF EDUCATION FOR THE INSTALLATION OF COMMUNICATION LINES AT THREE LOCATIONS IN THE DOWNTOWN AREA – (Agreement No. 3157).**

**Administration Department:**

5. **DECLARATION AND DISPOSAL/DONATION OF SURPLUS PROPERTY** – staff report

The Council may consider the declaration and disposal/donation of items listed on the Surplus property List. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Declare the items listed in the November 17, 2015 staff report as surplus and authorize that the items be added to the Surplus Property List and donated or disposed of.**

6. **PURCHASE OF HP DESIGNJET 2500T FORMAT PLOTTER AND SCANNER** – staff report

The Council may consider the purchase of a large format digital scanner/copier/printer integrated unit

from the lowest responsible bidder, California Surveying & Drafting Supply, Inc. in the amount of \$7,782.13. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of a HP DESIGNJET 2500TFormat Plotter and Scanner, from California Surveying & Drafting Supply, Inc., in the amount of \$7,782.13.**

**7. ATTENDANCE TO LASERFICHE EMPOWER CONFERENCE – staff report**

The Council may consider authorizing the IT Manager to attend the 2016 Laserfiche Empower Conference, to be held in Long Beach on January 11-14, 2016. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the IT Manager to attend the 2016 Laserfiche Empower Conference, to be held in Long Beach on January 11-14, 2016.**

**PUBLIC HEARINGS** - None

**REGULAR BUSINESS**

**Successor Agency:**

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

The Council may consider recommending approval of Sale and Purchase Agreements relating to two (2) former Oroville Redevelopment Agency (RDA) properties, identified as Olive Highway Property No. 1 (APN 013-260-055) and Olive Highway Property No. 2 (APN 013-260-056), to the Oversight Board (OB) for the Successor Agency of the City of Oroville, pursuant to the Long Range Property Management Plan (LRPMP), which was approved by the Oversight Board and the State Department of Finance (DOF). **(Rick Farley, RDA Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 15-15 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON OR VICE CHAIRPERSON TO SIGN A RESOLUTION RECOMMENDING TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF OROVILLE THAT THE TWO (2) PROPERTIES: OLIVE HIGHWAY NO. 1 (APN 013-260-055) AND OLIVE HIGHWAY NO. 2 (APN 013-260-056), BE SOLD FOR THE APPRAISED VALUE.**

**9. POTENTIAL SALE OF SUCCESSOR AGENCY HOUSING ASSET PROPERTIES – staff report**

The Successor Agency may consider options for the distribution and/or potential sale of nine (9) residential former Redevelopment Agency (RDA) Housing asset properties.

Additionally, the Commission may consider the approval of approximately \$4,450 to complete appraisals of five (5) commercial properties and one (1) residential property associated with a possible land trade transaction. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

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

**Public Safety Department:**

**10. UN-FREEZING POLICE OFFICER POSITION – staff report *(Continued from November 3, 2015)***

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. 2015/2016-1117-XX.**

11. **FIRE INSPECTOR POSITION – staff report** (*Continued from November 3, 2015*)

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. 2015/2016-1117-XX.**

**Community Development Department:**

12. **ZONING CLEARANCE/OCCUPANCY PERMIT APPLICATION FOR 2558 S. 5<sup>TH</sup> AVENUE, SUITE D – TOWING SERVICE – staff report**

The Council may consider providing staff with direction regarding a zoning clearance/occupancy permit application for a towing service at 2558 S. 5<sup>th</sup> Avenue, Suite D, Oroville. **(Luis Topete, Associate Planner and Donald Rust, Director of Community Development)**

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

13. **EQUIPMENT PURCHASES FOR SEWER DIVISION – staff report**

The Council may consider approving budgeted equipment purchases for the Sewer Division. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of sewer operations equipment as indicated in the November 17, 2015 staff report.**

14. **GOFF RESIDENCE DRAINAGE PROJECT – staff report**

The Council may consider providing direction to staff in regards to the Goff Residence Drainage Project located at 2917 and 2923 Yard Street. **(Gary Layman, Chief Building Inspector and Donald Rust, Director of Community Development)**

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

**Business Assistance and Housing Development Department:**

15. **REVISED USDA RURAL DEVELOPMENT COMMUNITY FACILITIES GRANT FOR FIRE FIGHTING PERSONAL PROTECTIVE EQUIPMENT FOR FISCAL YEAR 2015/2016 – staff report**

The Council may consider the revised submittal of a USDA Rural Development Community Facilities Grant Application and resolution for Fiscal year 2015/2016 for the purchase of Personal protective Equipment for the City of Oroville Fire Department. **(Amy Bergstrand, Management Analyst III and Bill LaGrone, Director of Public Safety)**

Council Action Requested: **Adopt Resolution No. 8445 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN APPLICATION, MATCH COMMITMENT OF \$44,811, AND CONTRACT EXECUTION FOR FUNDING IN THE AMOUNT OF \$24,129, FROM THE USDA RURAL BUSINESS COMMUNITY FACILITIES GRANT FOR FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT FOR FISCAL YEAR 2015/2016 AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL DOCUMENTS, AGREEMENTS AND ANY AMENDMENTS THERETO WITH THE STATE OF CALIFORNIA FOR THE PURPOSE OF THIS GRANT.**

**16. CITY PURCHASE OF TWO FORMER REDEVELOPMENT AGENCY PROPERTIES – staff report**

The Council may consider the purchase of two (2) former Oroville Redevelopment Agency properties, identified as: Olive Highway Property No. 1 (APN 013-260-055) and Olive Highway Property No. 2 (APN 12-260-056), for their appraised values as per the Successor Agency Long Range Property Management Plan. **(Rick Farley, RDA Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8446 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR VICE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ESCROW DOCUMENTS WITH THE SUCCESSOR AGENCY TO THE FORMER OROVILLE REDEVELOPMENT AGENCY FOR THE PURCHASE OF TWO FORMER REDEVELOPMENT AGENCY PROPERTIES DESCRIBED AS OLIVE HIGHWAY NO. 1 (APN 013-260-055) AND OLIVE HIGHWAY NO. 2 (APN 012-260-056), IN THE AMOUNT OF \$45,000.**

**17. POTENTIAL SALE OF CITY HOUSING ASSET PROPERTIES – staff report**

The Council may consider the potential sale of three (3) City-owned housing asset properties identified as: 247 Canyon Highlands Drive, 2485 Nevada Street and 730 Bird Street, Oroville. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

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

**Administration Department:**

**18. REGULATION OF CULTIVATION, PROCESSING, DISTRIBUTION AND DELIVERY OF MEDICAL MARIJUANA – staff report**

The Council may consider an amendment to the Oroville Municipal Code related to the regulation of cultivation, processing, distribution and delivery of medical marijuana in the City of Oroville. **(Scott Huber, City Attorney)**

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

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

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

**Activity Reports:**

- Public Safety Department

**Discussion:**

- Award of Northern California City Clerks Association Scholarship
- Jamboree Affordable Housing Corporation – Field Trip to West Sacramento

## **CORRESPONDENCE**

- Eddie Vela, California State University, Chico, received November 2, 2015
- Comcast, received November 2, 2015
- California Water Service Company, received November 4, 2015
- Butte Countywide Homeless Continuum of Care, received November 9, 2015

## **HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS**

### **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 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Assistant Chief of Police
6. Pursuant to Government Code Section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Deputy Fire Chief
7. Pursuant to Government Code section 54956.9(a), the Council will meet with the Acting City Administrator, and the City Attorney relating to existing litigation: Norman O. Cable v. City of Oroville, et al., Butte County Superior Court, Case No. 164706.
8. 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, December 1, 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  
NOVEMBER 3, 2015 – 5:00 P.M.**

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The agenda for the November 3, 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 29, 2015, at 2:45 p.m.

The November 3, 2015 regular meeting of the Oroville City Council was called to order by Vice Mayor Wilcox at 5:02 p.m.

**ROLL CALL**

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

**Staff Present:**

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Donald Rust, Director of Community Development  
Bill LaGrone, Director of Public Safety  
Jamie Hayes, Assistant City Clerk  
Rick Walls, Interim City Engineer  
Amy Bergstrand, Management Analyst III  
Gil Zarate, Police Lieutenant  
Chris Nicodemus, Police Lieutenant

Ruth Wright, Director of Finance  
Scott Huber, City Attorney  
Karolyn Fairbanks, Treasurer  
Allen Byers, Assistant Police Chief  
Gary Layman, Chief Building Official  
Dean Hill, Assistant Fire Chief  
Ron Belser, Police Officer

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Vice Mayor Wilcox.

**PROCLAMATION / PRESENTATION**

Bill LaGrone, Director of Public Safety, conducted Oaths of Office for Municipal Law Enforcement Officers: Delane Iverson, Pa Nhia Vang, Pa Cha Vang, Katie Webber, Ryan Rubinoff, Robert Raiter, Brett Elven, and Avery Sintes, Fire Engineer, Donald Robinson, Police Sergeant Joe Hooks, and Police Lieutenants Gil Zarate and Chris Nicodemus.

Council Member Pittman presented Emily Bateman, Homeless Emergency Action Response Team, with a Proclamation recognizing November 2015 as Homeless and Runaway Youth Awareness Month.

Sandy Linville, President/CEO, Oroville Area Chamber of Commerce, and Calen Curteman, Curteman & Associates, gave a presentation regarding the Oroville Economic Index and Business Confidence Survey.

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

Bruce Tolar – Item No. 12

Jim Moravac – Item No. 13

## CONSENT CALENDAR

A motion was made by Council Member Simpson, seconded by Council Member Hatley, to approve the following 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 considered 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 received 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 considered 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 considered 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 considered 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).**

The motion was passed by the following vote:

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

**PUBLIC HEARINGS** - None

**REGULAR BUSINESS**

**Public Safety Department:**

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

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

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

**Authorize staff to recruit and hire a Police Officer position.**

The motion failed to pass by the following vote:

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

Following further discussion, the Council directed staff to return with this item at the November 17, 2015 regular meeting of the City Council for further consideration.

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

The Council considered 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)**

Following discussion, the Council directed staff to return with this item at the November 17, 2015 regular meeting of the City Council for further consideration.

**Finance Department:**

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

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

The Council directed staff to write-off the uncollectable account receivables as of June 30, 2016.

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

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

The Council acknowledged receipt of the September 2015 Report of Investments.

**Community Development Department:**

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

The Council considered 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)**

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

**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.**

The motion was passed by the following vote:

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

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

The Council considered 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)**

Bruce Tolar, General Manager of Table Mountain Golf Club, spoke to the Council regarding the waiver of City fees.

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

**Approve a 50% fee waiver for facility improvements at the Table Mountain Golf Course, per the City's Non-Profit Fee Waiver Policy.**

The motion was passed by the following vote:

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

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

The Council considered 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)**

Jim Moravac, Stott Outdoor Advertising, spoke to the Council regarding the proposed digital display signage.

Following discussion, a motion was made by Council Member Pittman, seconded by Council Member Simpson, to adopt the following, with minor edits:

**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).**

The motion was passed by the following vote:

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

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

The Council considered 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)**

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

**Authorize two staff members and Council Members Del Rosario and Pittman to attend the post-redevelopment seminar in Sacramento on November 17, 2015.**

The motion was passed by the following vote:

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

Abstain: None  
Absent: Mayor Dahlmeier

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

The Council considered a Resolution making findings and 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)**

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

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.**

The motion was passed by the following vote:

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

**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 considered 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)**

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

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 Council Member Berry 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**

The motion was passed by the following vote:

Ayes: Council Members Berry, Hatley, Pittman, Vice Mayor Wilcox  
Noes: Council Member Simpson  
Abstain: Council Member Del Rosario  
Absent: Mayor Dahlmeier

**MAYOR/ COUNCIL REPORTS** - None

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

**Activity Reports:**

- Finance Department
- Public Safety Department

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

- 2015/2016 Leaf Pick-Up Program
- California State Parks Visitor Appreciation Day at the Clay Pit, November 14, 2015
- Potential Grant Writing Projects
- Funding request by the Oroville Economic Development Corporation

Scott Huber, City Attorney, gave a brief update regarding State Marijuana Regulations.

### **Discussion:**

- Non-Profit Fee Waiver Policy  
Following discussion, the Council directed staff to continue with the current Non-Profit Fee Waiver Policy.
- City & Private Property Drainage Issues  
Following discussion, the Council directed staff to continue resolving potential drainage issues within City limits.

### **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

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

### **CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.
2. Pursuant to Government Code Section 54957(b), the Council met 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 met 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 met 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 met with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

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

**ADJOURNMENT**

The meeting was adjourned at 8:50 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, November 17, 2015, at 5:00 p.m.

---

Donald Rust, Acting City Clerk

---

Linda L. Dahlmeier, Mayor

**MONTHLY FINANCIAL  
REPORT**

**OCTOBER 2015**

CC-2

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

**OCTOBER 2015**



**CITY OF OROVILLE, CALIFORNIA**  
**FINANCIAL SUMMARY**  
**FOR THE PERIOD ENDED**  
**October 31, 2015**

CITY DEPARTMENTS	REVENUES					EXPENDITURES				
	Actual October 2015	YTD	Budget Total Year 2015- 2016	Remaining Budget	% of year Remaining 67%	Actual October 2015	YTD	Budget Total Year 2015- 2016	Remaining Budget	% of year Remaining 67%
<b>GENERAL FUND</b>										
City Council	-	-	-	-	-	2,960	37,086	135,780	98,694	73%
Mayor	-	-	-	-	-	579	8,312	34,382	26,070	76%
City Attorney	-	-	-	-	-	36,136	70,879	242,000	171,121	71%
City Clerk	3	3	-	-	-	19,612	65,922	185,167	119,246	64%
Human Resources	-	-	-	-	-	14,478	48,131	141,270	93,139	66%
City Admin.	-	-	-	-	-	-	8,068	8,153	85	1%
Economic Develop./Comm. Enh.	-	-	-	-	-	3,315	18,161	58,792	40,631	69%
Information Technology	-	-	-	-	-	38,162	176,363	408,681	232,318	57%
Finance	26	86	500	414	-	63,401	212,817	592,291	379,474	64%
Post Employment Costs	568	1,705	5,500	3,795	69%	5,130	16,415	60,711	44,296	73%
City Treasurer	-	-	-	-	-	2,552	10,181	33,576	23,395	70%
Planning	2,855	106,563	158,517	51,954	33%	20,190	64,023	269,214	205,191	76%
City Hall	1,718	4,420	10,000	5,580	-	10,075	30,986	94,061	63,075	67%
Arlene Rhyne	413	2,649	7,850	5,201	66%	967	4,170	9,135	4,965	54%
Fire Department	1,100	10,698	71,200	60,502	85%	288,908	852,626	2,431,179	1,578,553	65%
Police Department	35,242	844,252	1,242,929	398,677	32%	593,785	1,938,856	5,754,185	3,815,329	66%
Building/Code Enforcement	43,405	138,903	488,050	349,147	72%	29,593	210,230	463,940	253,710	55%
Public Works Admin.	5,930	120,242	157,007	36,765	23%	23,708	63,481	134,754	71,273	53%
Streets/Storm	45,047	153,746	684,119	530,373	78%	114,897	466,280	914,228	447,948	49%
Parks & Trees	1,060	4,724	41,153	36,429	89%	60,605	189,707	676,274	486,567	72%
Pioneer Museum	175	468	1,512	1,044	69%	119	903	5,200	4,297	83%
Bolt's Museum	695	2,316	4,500	2,185	49%	968	3,639	9,700	6,061	62%
Chinese Temple	948	2,258	7,750	5,492	71%	4,312	56,723	47,828	(8,895)	-
Lott Home	1,543	2,813	8,450	5,637	67%	4,633	19,585	54,771	35,186	64%
State Theater	1,331	4,403	12,300	7,898	-	848	2,883	35,900	33,017	92%
Liability/Property Insurance	-	-	-	-	-	-	238,945	268,945	30,000	11%
Non Departmental*	549,416	1,805,333	10,263,177	8,457,844	82%	1,530	116,868	94,397	(22,471)	-
<b>Totals</b>	<b>691,474</b>	<b>3,205,580</b>	<b>13,164,514</b>	<b>9,958,934</b>	<b>76%</b>	<b>1,341,463</b>	<b>4,932,241</b>	<b>13,164,514</b>	<b>8,232,273</b>	<b>63%</b>

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

## CITY OF OROVILLE

## EXPENSE REPORT ALL BUDGETED FUNDS October 2015

FUND Description	Actual October 2015	Year To Date Actual	Budget Total Year 2015-2016	Remaining Budget	67% of year Remaining Actual to Budget
001 General Fund	1,341,463	4,932,241	13,164,514	8,232,273	63%
100 Comm. Promotion	5,000	12,500	25,000	12,500	50%
101 Sewer Fund	814,122	2,257,185	4,043,438	1,786,253	44%
104 SWRCON/FEE FUND	2,414	2,752	100	(2,652)	-
105 Drainage Fees	2,414	2,752	175,000	172,248	98%
106 Park Dev Fees	4,135	30,215	40,500	10,285	25%
107 NOTTIF	2,414	2,752	2,500	(252)	-
108 Traffic Impact	174,705	408,847	10,000	(398,847)	-
109 DRAINAGE/CTYWDE	2,414	2,752	156,000	153,248	98%
111 LOCAL TRANSP	-	138,118	138,026	(92)	-
112 GAXTX RSTP FUND	-	-	566,501	566,501	100%
113 CANINE FUND	7,038	7,577	5,700	(1,877)	-
116 TECH FEE FUND	228	4,792	27,000	22,208	82%
118 SB1186 C/FUND	0	2	40	38	96%
119 RECYCLING FUND	4,509	21,407	76,555	55,148	72%
120 GTx 2107/2107.5	9,550	40,329	100,000	59,671	60%
125 GTx 2106 Fund	6,022	23,986	60,000	36,014	60%
127 Gas Tax 2105	14,427	67,997	250,600	182,603	73%
130 Spec. Aviation	57,768	298,880	576,924	278,044	48%
140 Housing Admin	54,506	147,618	-	(147,618)	-
141 HSG PRG FUND	3,902	13,872	-	(13,872)	-
149 HOME FUND	299	49,338	-	(49,338)	-
150 CDBG Fund	29,973	1,387,613	5,163,503	3,775,890	73%
151 EDBG FUND	48,211	114,700	300,000	185,300	62%
155 Asset Seizure	-	22,000	-	(22,000)	-
156 Pub Sfty Aug	-	105,000	105,000	-	-
157 SUPPLAWENFORCMT	-	105,000	105,000	-	-
158 L.L.E.BLOCK GRT	-	41,279	184,100	142,821	78%
159 LAW ENF.IMP.FEE	2,414	2,752	2,500	(252)	-
160 MISC FUND	27,504	690,549	100,250	(590,299)	-
163 FIRE SUP IMPFEE	2,414	8,404	4,500	(3,904)	-
166 GRANT-FIRE FUND	43,674	121,144	191,805	70,661	-
168 PEG FEE FUND	1,505	2,634	-	(2,634)	-
169 GEN GOVT DEVIMP	2,414	2,752	2,000	(752)	-
184 LLMD ALL ZONES	4,494	14,268	43,712	29,444	67%
185 BAD ALL ZONES	1,609	3,511	11,806	8,295	70%
186 WESTSIDEPUB/S/F	-	80	800	720	90%
187 PUB/SAFETY SERV	-	80	400	320	80%
190 SUPPBENEFITFUND	21,236	357,970	378,454	20,484	5%
198 RDA General	13,488	1,254,293	1,966,986	712,693	36%
230 CITY DEBT SERV	-	735,346	726,806	(8,540)	-
305 Equip Replcmnt	-	80	123,115	123,035	100%
307 CAPITAL PROJ	61,786	636,041	-	(636,041)	-
410 Local Transit	142,461	286,242	566,501	280,259	49%
440 BUSINESS DEVCTR	1,340	3,732	17,000	13,268	78%
450 CTY/HOUSG EDRLF	775	26,025	130,000	103,975	80%
451 CDBG EcoDev RLF	1,558	5,070	687	(4,383)	-
453 MICRO-ENP RLF	32,367	479,553	5,868,558	5,389,005	92%
454 CAL-HOME RLF	-	-	52,000	52,000	100%
458 RBEG	-	-	7,980	7,980	100%
460 City RLF	-	3,120	-	(3,120)	-
520 Stores Revolv.	1,123	26,177	49,000	22,823	47%
540 Veh Maint Fund	59,242	191,164	490,403	299,239	61%
550 Wrkrs Comp.	59,442	230,930	486,767	255,837	53%
552 UNEMP-SELF INS	-	30,080	45,000	14,920	33%
555 SELF INS VISION	3,023	22,212	45,500	23,288	51%
<b>Total All Funds</b>	<b>3,069,381</b>	<b>15,375,710</b>	<b>36,588,531</b>	<b>21,212,821</b>	<b>58%</b>

## REVENUE REPORT ALL BUDGETED FUNDS OCTOBER 2015

FUND Description	Actual October 2015	Year To Date Actual	Budget Total Year 2015-2016	Remaining Budget	67% of year Remaining Actual to Budget
001 General Fund	691,474	3,205,580	13,164,514	9,958,934	76%
100 Comm. Promotion	-	11,002	13,500	2,498	19%
101 Sewer Fund	6,265	6,693	3,595,127	3,588,434	100%
104 SWRCON/FEE FUND	2,125	2,125	50,188	48,063	96%
105 Drainage Fees	-	-	4,350	4,350	100%
106 Park Dev Fees	3,838	3,838	45,112	41,274	91%
107 NOTTIF	-	-	84	84	100%
108 Traffic Impact	1,976	1,976	73,831	71,855	97%
109 DRAINAGE/CTYWDE	1,492	1,492	75,365	73,843	98%
111 LOCAL TRANSP	-	-	50	50	100%
112 GAXTX RSTP FUND	-	168,818	547,711	378,893	69%
113 CANINE FUND	-	2	8,523	8,521	100%
116 TECH FEE FUND	3,478	11,253	25,071	13,833	55%
118 SB1186 C/FUND	22	76	1,203	1,127	94%
119 RECYCLING FUND	3,260	3,260	58,182	54,922	94%
120 GTx 2107/2107.5	9,550	40,329	100,000	59,671	60%
125 GTx 2106 Fund	6,022	23,986	60,030	36,044	60%
127 Gas Tax 2105	14,427	67,997	250,641	182,644	73%
130 Spec. Aviation	44,147	231,247	485,561	254,314	52%
140 Housing Admin	36,586	125,955	-	(125,955)	-
141 HSG PRG FUND	8,257	30,321	-	(30,321)	-
149 HOME FUND	157	129,101	-	(129,101)	-
150 CDBG Fund	3,870	405,776	5,161,201	4,755,425	92%
151 EDBG FUND	48,211	114,700	300,000	185,300	62%
155 Asset Seizure	-	-	40	40	100%
156 Pub Sfty Aug	-	-	100,000	100,000	100%
157 SUPPLAWENFORCMT	29,934	39,972	95,024	55,052	58%
158 L.L.E.BLOCK GRT	3,774	17,110	176,000	158,890	90%
159 LAW ENF.IMP.FEE	466	466	5,050	4,584	91%
160 MISC FUND	27,454	52,273	100,000	47,727	48%
163 FIRE SUP IMPFEE	578	578	2,550	1,972	77%
166 GRANT-FIRE FUND	-	-	191,805	191,805	100%
168 PEG FEE FUND	-	-	18,130	18,130	100%
169 GEN GOVT DEVIMP	1,135	1,135	6,515	5,380	83%
184 LLM D ALL ZONES	-	-	15,513	15,513	100%
185 BAD ALL ZONES	-	-	77	77	100%
186 WESTSIDEPUB/S/F	-	-	58,280	58,280	100%
187 PUB/SAFETY SERV	-	-	58,150	58,150	100%
190 SUPPBENEFITFUND	-	2	297,021	297,019	100%
198 RDA General	1,076	95,110	1,351,200	1,256,090	93%
230 CITY DEBT SERV	99,040	346,565	851,874	505,309	59%
305 Equip Replcmnt	-	-	300	300	100%
307 CAPITAL PROJ	-	4,950	-	(4,950)	-
395 2004 CONST.BOND	-	-	3,167	3,167	100%
396 BOND FUND 2001	-	-	416	416	100%
410 Local Transit	77,687	287,686	686,904	399,218	58%
440 BUSINESS DEVCTR	944	3,808	-	(3,808)	-
450 CTY/HOUSG EDRLF	2,319	12,012	130,047	118,035	91%
451 CDBG EcoDev RLF	1,558	5,070	-	(5,070)	-
453 MICRO-ENP RLF	53,043	202,658	577,000	374,342	65%
454 CAL-HOME RLF	-	73,424	52,200	(21,224)	-
455 HOME Hsg RLF	157	44,431	400	(44,031)	-
458 RBEG	596	1,885	-	(1,885)	-
460 City RLF	-	-	80	80	100%
520 Stores Revolv.	2,244	9,163	29,000	19,837	68%
540 Veh Maint Fund	520	144,924	493,948	349,024	71%
550 Wrkrs Comp.	40,250	128,075	421,961	293,886	70%
552 UNEMP-SELF INS	2,850	11,125	30,100	18,975	63%
555 SELF INS VISION	3,572	13,865	40,000	26,135	65%
<b>Total All Funds</b>	<b>1,234,357</b>	<b>6,081,813</b>	<b>29,812,996</b>	<b>23,731,168</b>	<b>80%</b>

**REPORT OF  
INVESTMENTS**

**OCTOBER 2015**

**CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY**

**MONTHLY SUMMARY OF INVESTMENTS**

**October 2015**

**CERTIFICATION:**

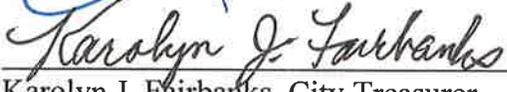
I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six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

  
\_\_\_\_\_  
Ruth Wright, Director of Finance

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Don Rust, Acting City Administrator

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Karolyn J. Fairbanks, City Treasurer

  
\_\_\_\_\_  
Date



10/31/2015

City of Oroville Investment Portfolio Report				
Summary of Investments				
	Yield	Sep-15	Yield	Oct-15
Local Agency Investment Fund (LAIF)	0.330%	20,534,899	0.357%	19,652,711
Bank of the West Operating Account	0.00%	1,712,055	0.00%	1,373,586
<b>Total Pooled Investments</b>		<b>22,246,954</b>		<b>21,026,297</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	0.370%			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>318,022</b>

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: NATIVE SONS OF THE GOLDEN WEST REQUEST TO USE PIONEER  
MUSEUM**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider a request by the Native Sons of the Golden West, Argonaut Parlor No. 8 to hold a plaque dedication ceremony on January 24, 2016, for the Native Sons of the Golden West Charter that is currently housed in the Pioneer Museum.

**DISCUSSION**

The Native Sons of the Golden West, Argonaut Parlor No. 8, deeded the Pioneer Museum to the City of Oroville in March, 1999. At that time, the Charter of the Native Sons of the Golden West, Argonaut Parlor No. 8, hung in the museum and continues to hang there today. On Sunday, January 24, 2016, the Argonaut Parlor No. 8 would like to request access to the Pioneer Museum to hold a ceremony dedicating a plaque to hang below the Charter in the Pioneer Museum. The Argonaut Parlor No. 8 has also offered to assist with the annual cleaning on the Pioneer Museum and its artifacts as the museums are typically closed annually from December 15<sup>th</sup> through 1<sup>st</sup> February.

On Monday, November 9, 2015, the Oroville Park Commission approved the special request by the Native Sons of the Golden West, Argonaut Parlor No. 8, and recommends approval by the City Council.

**FISCAL IMPACT**

There is no fiscal impact at this time.

**RECOMMENDATIONS**

1. Approve the request by the Native Sons of the Golden West, Argonaut Parlor No. 8 to hold a plaque dedication ceremony on January 24, 2016, for the Native Sons of the Golden West Charter that is currently housed in the Pioneer Museum; and

**CC-3**

2. Accept the offer by the Native Sons of the Golden West, Argonaut Parlor No. 8 to assist with the annual cleaning of the Pioneer Museum and its artifacts on December 15, 2015 – February 1, 2016.

**ATTACHMENT**

Letter of Request from the Native Sons of the Golden West, Argonaut Parlor No. 8



Native Sons of the Golden West  
Argonaut Parlor #8  
500 Pomona Ave. #6  
Oroville, California 95965

Honorable Mayor Dahlmeier and Council Members of the City of Oroville,

January 22-24, 2016, the Argonaut Parlor #8 & John Bidwell Parlor #21 will be hosting the Discovery of Gold weekend for the State.

We have a variety of events planned, including a plaque dedication for the Oroville Inn and the plaque for the Argonaut Parlor charter located in the Pioneer Museum. We need to ask that the Pioneer Museum be available to us to place the plaque and maybe for a quick self guided tour of the facility.

I have included a pamphlet listing our events and would like to offer an invitation to join us for any of our events scheduled.

I will be happy to answer an questions you may have., please feel free to contact me.

Thank you for your assistance in this matter.

Cheri Bunker

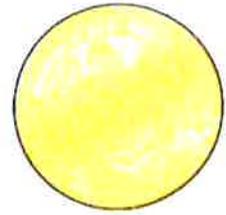
**City of Oroville**

001 2015

**Administration**



# Discovery of Gold 2016 Registration Form



Please mail to: Argonaut Parlor 500 Pomona #6 Oroville 95965

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Friday Dinner            \$31.00            \_\_\_\_\_

Saturday Lunch         \$10.00            \_\_\_\_\_

Saturday Dinner         \$31.00            \_\_\_\_\_

Sunday Breakfast       \$ 6.00            \_\_\_\_\_

Sunday BBQ at Carl's Provided by Argonaut, John Bidwell,  
NDGW Gold of Ophir & NDGW Annie K Bidwell No Charge

Raffle Tickets: \$1.00 each 12/\$10.00 26/\$20.00

Special Pricing:

For \$99.00 you get all your meals, (and they will be tasty!) plus 31  
raffle tickets!

Discovery of Gold Challenge Coin \$10.00            \_\_\_\_\_

John Bidwell #21 Challenge Coin \$10.00            \_\_\_\_\_

Argonaut #8 Challenge Coin         \$10.00            \_\_\_\_\_

**Hotel Info:**

**Please call the hotel to make your reservations!**

**Super 8 1470 Feather River Blvd. Oroville, CA.  
530-533-9673**

**Room Rates \$64.84 per night, tax included  
Listed under Native Sons of the Golden West**



**Please mail registration form & check to:**

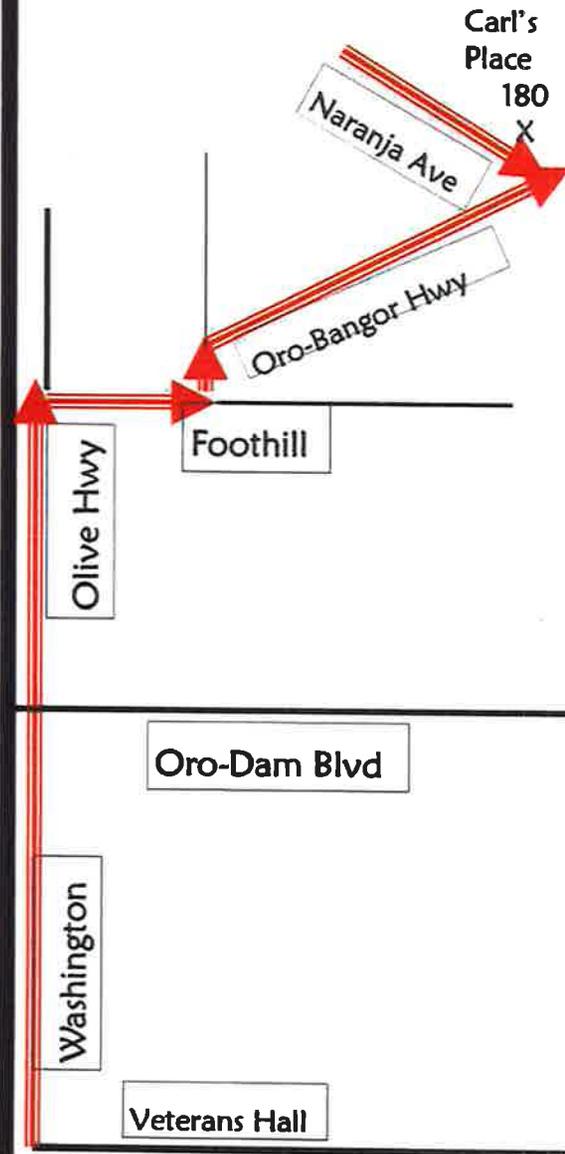
**Argonaut NSGW  
500 Pomona Ave #6  
Oroville, CA. 95965**

**If you have any questions, please contact:**

**Carl 530-828-2039**

**Cheri 530-591-9018**

Carl & Karen's home at  
180 Naranja Ave.



## Discovery of Gold

On January 24, 1848, James Marshall discovered gold in Sutter's Mill, in Coloma. In 1849 a State Constitution, Governor and Legislature were established and as part of the Compromise of 1850, California became a State.

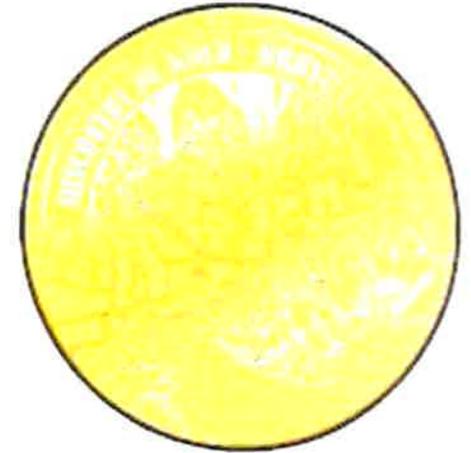
On July 4, 1848, John Bidwell discovered gold near the Middle Fork of the Feather River. He set up barter trading with Native Americans. Trading food for the yellow rocks that were of no use to the natives. Bidwell's Bar was a gold mining camp which lay at the end of the California Trail, about 6.5 miles northeast of Ophir.

The first suspension bridge west of the Mississippi River, at Bidwell's Bar, was destroyed in an 1852 flood, but was rebuilt, being completed in 1856. It's most recent replacement just celebrated it's 50th anniversary.

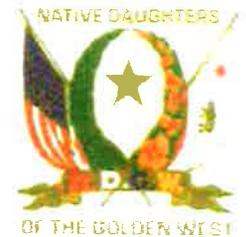
In 1853, Bidwell's Bar was made the County Seat, after some political wrangling that took it away from Hamilton. But, the gold played out in the area and by 1856, Bidwell Bar was all but abandoned, and miners and the County Seat moved to the town of Ophir, later renamed Oroville.

Oroville has the honor of having the second Fire Department in California, north of Sacramento.

Oroville Dam is the tallest dam in the United States, and Lake Oroville is the 2nd largest man-made lake in California.



**Discovery of Gold**  
**Jan. 22-24, 2016**



**Chairman Michael Grainger**  
NSGW Argonaut #8  
NSGW Bidwell #21  
NDGW Gold of Ophir #190  
NDGW Annie K. Bidwell #168



**Friday, January 22, 2016 Bidwell Parlor 1332 Huntoon St.**

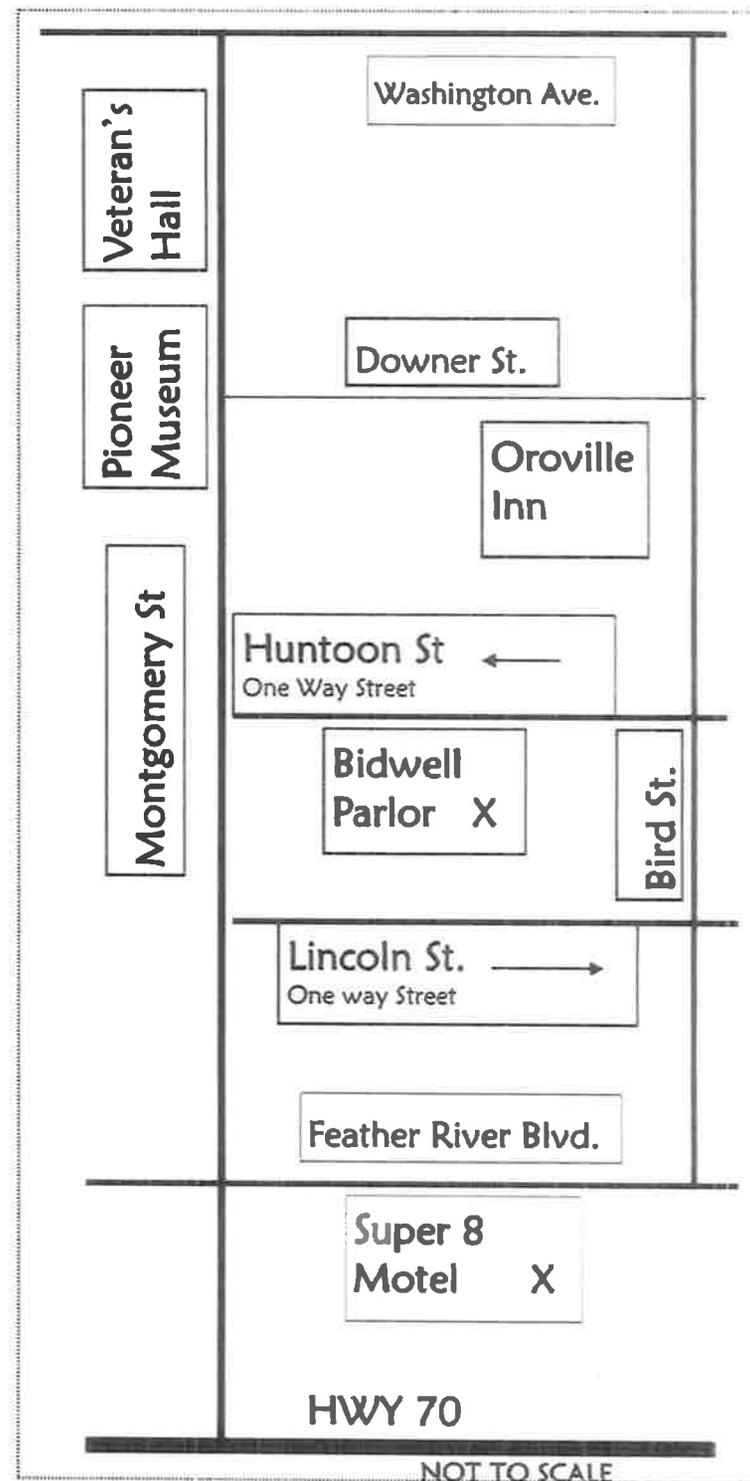
- 2-8pm Early Registration/Check in at Bidwell Parlor
- 2-6:30pm Welcome No-Host Cocktails at Bidwell Parlor
- 4-6:30pm Committee Meetings various locations
- 6:30pm Grand President's Surf & Turf Challenge BBQ at Bidwell Parlor

**Saturday, January 23, 2016 Veteran's Memorial Hall on Montgomery St.**

- 8am-6pm Late Registration/Check in
- 8am Grand Trustees Meeting
- 10am Grand Officers Meeting
- 1pm Lunch in Dining Area
- 2:30pm HPF Meeting
- 2:30pm Charitable Foundation
- 2pm No-Host Cocktails
- 5pm Grand Parlor Formal Initiation at Ballroom
- 5:30pm Installation of John Bidwell #21 2016 Officers
- 6:30pm Grand Parlor Banquet at Ballroom
- 7:30pm Dessert and Keynote Speech by Congressman Doug LaMalfa
- 8pm Dance with local live music

**Sunday, January 24, 2016**

- 8-10am Breakfast at Oroville Inn at 2066 Bird St.
- 10am Grand Parlor Dedication of the Historic Oroville Inn
- 10:30am Grand Parlor acknowledgement of plaque  
Argonaut Charter in the Pioneer Museum on Montgomery
- 11am Self Guided Tour of Pioneer Museum
- 12pm FREE BBQ at Grand Trustee Carl von Barga's House



**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: AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH THE BUTTE  
COUNTY OFFICE OF EDUCATION**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider an Agreement to Right-of-Entry/Possession with the Butte County Office of Education for the installation of existing and proposed fiber optic communication lines in the downtown area.

**DISCUSSION**

The Butte County Office of Education (BCOE) has submitted an Encroachment Permit Application for the installation of a new communication line beneath Lincoln Street at Bird Street. The location of the new communication line is shown on the attached Exhibit "A" as Location "C". As this will be a permanent utility beneath the City's right-of-way, to be owned and maintained by BCOE, an Agreement to Right-of-Entry/Possession is required for this and two previously installed communication lines. The two previously installed communication lines are shown on the attached Exhibit "A" as Locations "A" and "B". These communication lines are designed to allow communication between BCOE computers systems in the downtown area. The total footage for each utility are as follows:

Area A: Bird Street Between Lincoln and Huntoon = 70'  
Area B: Lincoln and Robinson = 75'  
Area C: Lincoln South Side Bird = 70'

A Right of Entry/Possession Agreement has been prepared and a fee has been calculated. The proposed agreement requires the payment of fees in the amount of \$407.81 annually. A base fee of \$189.63 has been calculated based on an informal appraisal that yielded an average of \$3.15 per square foot (sf) for commercial property. The \$3.15 per square foot is then multiplied by the utility trench square footage of 1,075, then by a coupon rate of 5.6% to obtain the base fee.

The base fee is then combined with an annual encroachment permit fee of \$218.78, for the annual total of \$408.41. The Agreement contains a 2% annual payment escalation

factor, with the Agreement to remain in force until the utility is removed from the City's right-of-way.

The Agreement also contains conditions regarding notification to the City in the event utility repairs are needed, and the requirement to meet City standards regarding allowed repairs for an annual encroachment permit to be issued to the County. BCOE has also joined the Underground Service Alert Program.

### **FISCAL IMPACT**

The City will receive \$407.81 annually to be deposited into the Public Works Administration fund: Public Works 001-4670-3000.

### **RECOMMENDATION**

Adopt Resolution No. 8444 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH THE BUTTE COUNTY OFFICE OF EDUCATION FOR THE INSTALLATION OF COMMUNICATION LINES AT THREE LOCATIONS IN THE DOWNTOWN AREA – (Agreement No. 3157).

### **ATTACHMENTS**

Exhibit A – BCOE Underground Utility Locations  
Resolution No. 8444  
Agreement No. 3157



Google Maps

BCOE Utility Crossings

# EXHIBIT A - BCOE COMMUNICATION LINE LOCATIONS AREAS A, B AND C



Imagery ©2015 Google, Map data ©2015 Google 50 ft

**CITY OF OROVILLE  
RESOLUTION NO. 8444**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT TO RIGHT-OF-ENTRY/POSSESSION WITH THE BUTTE COUNTY OFFICE OF EDUCATION FOR THE INSTALLATION OF COMMUNICATION LINES AT THREE LOCATIONS IN THE DOWNTOWN AREA**

**(Agreement No. 3157)**

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

1. The Mayor is hereby authorized and directed to execute an Agreement to Right-of-Entry/Possession with the Butte County Office of Education for the installation of communication lines at three locations in the downtown area. 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 held on November 17, 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

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:**

**City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965  
Attn: Engineering Division**

City Business — No Recording Fee (Gov. Code §6103)

[Space Above This Line For Recorder's Use]

**APN:** N/A  
**ADDRESS:** Portions of Bird Street, Robinson Street and Lincoln Street, Oroville, California  
**PROJECT:** Butte County Office of Education Communications Projects  
**GRANTOR:** City of Oroville, a Municipal Corporation  
**GRANTEE:** Butte County Office of Education, a political subdivision of the State of California

**AGREEMENT TO RIGHT OF ENTRY/POSSESSION (AGREEMENT)**

**Effective on** November 17, 2015 (“Effective Date”) Grantor grants to Grantee, its permittees, contractors, agents or assigns, a right to enter upon, over, across and under Owner's/Grantor's real property, depicted on Exhibit "A" – Project Location, attached hereto and by this reference incorporated herein (“Property”) for the purpose of constructing and operating public improvements related to fiber optic communications for Grantee’s use, and accomplishing all necessary incidents thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of such improvements (“Project”).

1. Grantee shall pay to Grantor the sum of \$189.63 per year for the non-exclusive possession of the Property. Payment shall begin prior to or concurrently with the commencement of construction of the Project and shall continue until this Agreement is terminated by the Grantee, and the utility is removed from the right-of-way. Beginning with the commencement of fiscal year 2016-2017, or July 1, 2016, payments made pursuant to this Agreement shall be adjusted annually by 2% above the prior year payment. In addition, an annual Encroachment Permit will be required for the amount in the current fee schedule approved by the Oroville City Council. The following current Encroachment Permit Fees will apply: (1) Underground Utility - \$108.63; (2) Street Repair - \$97.77; and (3) Technology Cost Recovery Fee (6%) as shown on Exhibit “B” - City Fee Schedule, attached hereto and by this reference incorporated herein. The current Encroachment Permit Fees will also be due prior to or concurrently with the commencement of construction of the Project in the amount of \$218.78, for a total initial payment of \$408.41 (\$189.63 + 218.78) (“Initial Payment”). The future annual payments will be due on the anniversary date of the Initial Payment.
2. Grantee shall provide notice to the Grantor within 24-hours of any construction work that is required on the fiber optic installation to allow Grantor personnel to review any work prior to the placement of subgrade material and asphaltic concrete pavement.
3. Grantee shall, prior to beginning construction of the Project, submit improvement plans and specifications, to Grantor for review and approval and pay the Grantor for its cost of reviewing said plans and specifications at the current rate at the time of submission.
4. Grantee shall have sole responsibility for the routine day to day maintenance of the Project.
5. Grantee shall repair any damage to the Property subject to this Agreement as a result of the construction, maintenance or operation of the Project upon notice from Grantor to do so which Grantor determines may be necessary resulting from the existence of the Project or the Grantee’s use thereof.

6. Grantee shall defend, indemnify and hold Grantor, its officers, employees and agents harmless from and against any and all liability, loss, expense of any kind whatsoever, including reasonable attorneys' fees, or claims for injury or damages related to the Project pursuant to this Agreement, but only in proportion to, and to the extent that such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Grantee, its officers, employees or agents.
7. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
8. This Agreement is to be construed in accordance with the laws of the State of California.
9. Any written notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

BUTTE COUNTY OFFICE OF  
 EDUCATION  
 Attn: \_\_\_\_\_  
 1859 Bird Street  
 Oroville, CA 95965  
 Oroville, CA 95965-3413

CITY OF OROVILLE  
 Attn: City Administrator  
 1735 Montgomery Street  
 Oroville, CA 95965

**Notwithstanding anything here to the contrary, the Grantee reserves the right in its sole discretion to terminate this Agreement and return possession of the Property to the Grantor in the condition received.**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their respective representatives, duly authorized, as of the Effective Date.

**GRANTOR:**  
**City of Oroville,**  
**a Municipal Corporation**

**GRANTEE:**  
**Butte County Office of Education,**  
**a political subdivision of the State of California**

By: \_\_\_\_\_  
 (Signature of person authorized to execute agreement.)  
 Name:  
 Title:  
 Date:

By:   
 (Signature of person authorized to execute agreement.)  
 Name: Tim Taylor  
 Title: Superintendent  
 Date: 9.20.15



Google Maps

BCOE Utility Crossings

# EXHIBIT A - BCOE COMMUNICATION LINE LOCATIONS AREAS A, B AND C



Imagery ©2015 Google, Map data ©2015 Google 50 ft

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

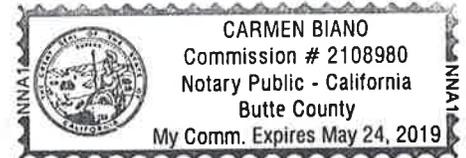
STATE OF CALIFORNIA,  
COUNTY OF BUTTE}

On 10-02-2015, before me, Carmen Bianco Notary Public, personally appeared, Timothy J. Taylor, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~she~~ <sup>he</sup> executed the same in ~~her~~ <sup>his</sup> authorized capacity, and that by ~~her~~ <sup>his</sup> signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: *Carmen Bianco*



(Seal)

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: TYSON PARDEE, IT MANAGER;  
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: DECLARATION AND DISPOSAL/DONATION OF SURPLUS  
PROPERTY**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider the declaration and disposal/donation of items listed on the Surplus Property List.

**DISCUSSION**

Section 2-64 of the Code of the City of Oroville requires that fixed assets and other surplus property of the City be declared surplus before being disposed of by the Purchasing Agent (City Administrator). If any of the items to be declared surplus are worth more than \$5,000, competitive bids are required and these items would have to be brought to the Council for further consideration after bids are obtained.

The City Purchasing Agent can also transfer these items to other public agencies such as school districts.

After the equipment has been declared surplus, staff must follow the following process to surplus the item:

1. If appropriate, the items will be offered to other public agencies at no cost.
2. If the City Purchasing Agent feels that the City will realize more from the sale than it would cost to dispose of the item, the item will be offered for sale.
3. The disposal of the surplus property will be a team effort involving all department heads. Items will be sold by any one of four means: direct sale to be held by the City; sale to a third party after advertisement; transfer to an auctioneer who will receive a portion of the proceeds as compensation or; internet auction. If the item has no value it will be scrapped or taken to the dump, to be recycled, if possible.
4. Any items from which the City expects to net more than \$5,000 will be bid in accordance with City policy. The bids will be brought to the City Council for approval.

**Surplus Items:**

<b><u>Asset #</u></b>	<b><u>Workstations</u></b>	<b><u>Serial #</u></b>
4117	Dell Precision 370	8HJ8N51
4138	Dell Dimension 9100	2L4CH81
4078	Dell Dimension XPS	4KYG041
4132	Dell Dimension 4600	J1SLP71
4070	Dell Dimension 4600	7WCBB41
3934	Toshiba Satellite pro 4300 lpt	70821897U
3915	iMac M5521	YM0364NSJWQ
4160	HP Pavilion dv5000	CND6230B4W
4161	HP Pavilion dv5000	CND6230C9R
4188	Whitebox (home made)	
4140	IBM 1842-STU	LC-C1493

<b><u>Asset#</u></b>	<b><u>Miscellaneous</u></b>	
4031	Envision LCD Monitor LM-700	T7MF1CAG04432
4032	Envision LCD Monitor LM-700	T7KF22AG08673
1578	Monroe 2125 Calculator	333675
4175	Minolta Di200 Copy Machine	31707765
2970	APC 1200 VX	P900912477
	Trimble GeoXT GPS Unit	
4127	HP 4200 Large Format Scanner	DK46B1102,
4128	HP 800 PS Plotter	SG4471065
4129	HP 815 MFP	TPAA019096
4256	Fargo C30 Printer	A8220620

**FISCAL IMPACT**

No revenue is expected as items will be donated or disposed of.

**RECOMMENDATIONS**

Declare the items listed as surplus and authorize that the items be added to the Surplus Property List and donated or disposed of.

**ATTACHMENTS**

None

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: TYSON PARDEE, IT MANAGER;  
DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT  
DEPARTMENT**

**RE: PURCHASE OF A HP DESIGNJET 2500T LARGE FORMAT PLOTTER  
AND SCANNER**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider the purchase a large-format digital scanner, copier, and printer integrated unit from the lowest responsible bidder, California Surveying & Drafting Supply Inc. (This purchase will replace our current devices as they are no longer supported by the manufacturer.)

**DISCUSSION**

The City currently has a large format scanner and printer that is out of date and support for this product is no longer available. Currently the integrated computer which controls both the scanning and printing is failing and the software to fix it is not available from the manufacturer as well as third party vendors.

The City needs the capability to scan large-format maps, diagrams, and plans. For instance, the Building Department needs to scan and archive all commercial building plans. The Parks and Trees Department has numerous approved landscaping plans that need to be in digital format (i.e., sewer maps, street maps, subdivision maps, etc.).

Archiving these images will drastically cut down on the floor space required to store the hard-copy maps and plans at City Hall. Once these images are in digital format, they will be easily integrated into the City's mapping system. It will be difficult for the City to move forward with current mapping technology without the resource of this scanner.

A major advantage to purchasing this scanner will be the benefit to the City's customer service capabilities. Maps or plans will be able to be searched digitally with ease and referenced or printed at a rapid speed. Potentially, customers will be able to acquire information on the City's internet site, as opposed to a trip to City Hall.

Another advantage is that the paper maps will be scanned in and archived onto the server, ensuring they are kept safe, reproducible in the event of fire or flooding hazards.

The quoted price is a limited time offer that expires at the end November 30 2015, which includes a trade value of \$3,125 for our old plotter and scanner.

### **FISCAL IMPACT**

Appropriation of \$24,800 is available in the following: Technology Fee Fund: 116-8425-7660

### **RECOMMENDATION**

Authorize the purchase of a HP DESIGNJET 2500T large-format scanner, copier, and printer in the amount of \$7,782.13 from California Surveying & Drafting Supply Inc.

### **ATTACHMENTS**

Quote from California Surveying & Drafting Supply Inc.



www.cdsinc.com

CSDS Sacramento  
4733 Auburn Blvd.  
Sacramento CA 95841  
916-344-0232  
916-344-2998 fax

CSDS Dublin  
6701 Sierra Court Ste. E  
Dublin CA 94568  
925-960-0323  
925-960-0326 fax

CSDS Fresno  
4753 W. Jennifer Ave  
Fresno CA 93722  
559-275-0513  
559-275-0518 fax

CSDS Las Vegas  
4977 W Diablo Ste. 101  
Las Vegas NV 89118  
702-489-8640  
702-489-8650 fax

Quote ID:11515B

www.cdsinc.com

**Billing Information**

Account #:  
Company : City of Oroville  
Address: 1735 Montgomery Street  
City: Oroville  
State: Ca Zip:95965

Phone: 530-538-2423  
Attn: Jesse Smith  
Payment Type: Net 30  
PO:

**Shipping Information**

Account #:  
Company : City of Oroville  
Address: 1735 Montgomery Street  
City: Oroville  
State: Ca Zip:95965

Email: [jsmith@cityoforoville.org](mailto:jsmith@cityoforoville.org)  
Attn: Jesse Smith  
Phone: 530-538-2423  
Ship Via: Our Truck

Item	Part No.	Description	Price	Disc Price	Qty	Total
1	HEWT2500PS	Designjet T2500 Postscript ePrinter CR359A	\$10,995.00	\$8,495.00	1	\$8,495.00
2	HEWH4518E	HP Certified technician will perform the following: Installation, System Integration and Training.	\$699.00	INCLUDED	1	INCLUDED
3	HEWCSDS3YR	HP U1XV4E 3 Year maintenance 1 per year	\$750.00	INCLUDED	1	INCLUDED
4	INCOMINGFREIGHT	Incoming Freight Charges	\$175.00	INCLUDED	1	INCLUDED
5	DELIVERY	*Uncrate and Delivery (restrictions apply see below)	\$200.00	INCLUDED	1	INCLUDED
6	OCE86500 XX	Bond 20lb XX XXX	INCLUDED	INCLUDED	2	INCLUDED
7	WARRANTY	Recommended HP Extended Warranty (total 3 years)	\$2,199.00	\$1,775.00	1	\$1,775.00

**CSDS Guarantees the lowest price on HP plotters. Find a better total price, give us a call and we'll beat it!**

Plotter comes standard with:  
HP Designjet T2500 eMultifunction Printer; printhead; introductory ink cartridges; printer stand; spindle; quick reference guide; setup poster; startup software; Scan2CAD software (free trial); AutoCAD Raster Design software; USB cable; power cord HP Instant Printing, SCP reprocontrol for HP (free trial), Scan2CAD Pro (free trial), AutoCAD Raster Design, HP Utility for Mac and Windows  
One-year limited hardware warranty

Sub Total	\$10,907.13
Tax Rate	7.500%
Tax	\$637.13
CITU	-\$3,125.00
<b>Total</b>	<b>\$7,762.13</b>

\*Additional fees apply for deliveries over 1st floor without elevator access. Please call for price.

x

Customer Acceptance Special Order No cancellations or Returns

Sign and Fax back to 916-344-2998 (or email)

Jon Tegan  
[jon@cdsinc.com](mailto:jon@cdsinc.com)  
916-344-0232 x114

# 132



SII



Quotation valid for 30 days

Date: 11/5/2015

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR OF COMMUNITY DEVELOPMENT;  
TYSON PARDEE, MANAGER  
INFORMATION TECHNOLOGY DIVISION**

**RE: ATTENDANCE TO LASERFICHE EMPOWER CONFERNECE**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider authorizing the IT Manager to attend the 2016 Laserfiche Empower Conference, to be held in Long Beach on January 11-14, 2016.

**DISCUSSION**

The Laserfiche Empower Conference is Laserfiche's annual conference for not only users but IT professionals. Laserfiche has their program developer's, engineers, and program expert's onsite providing training. In 2014, the IT Manager, Tyson Pardee, was able to attend the conference and found it to be very educational. Laserfiche is a very flexible program and a lot of options are being added every year. This conference is a great way to make sure the IT Division is utilizing the program to the full extent of its capabilities.

Ray Morgan, the company that the City purchased the Laserfiche software program and upgrades from, has paid for the admission into the Conference. The City will only be paying for per diem and travel expenses.

**FISCAL IMPACT**

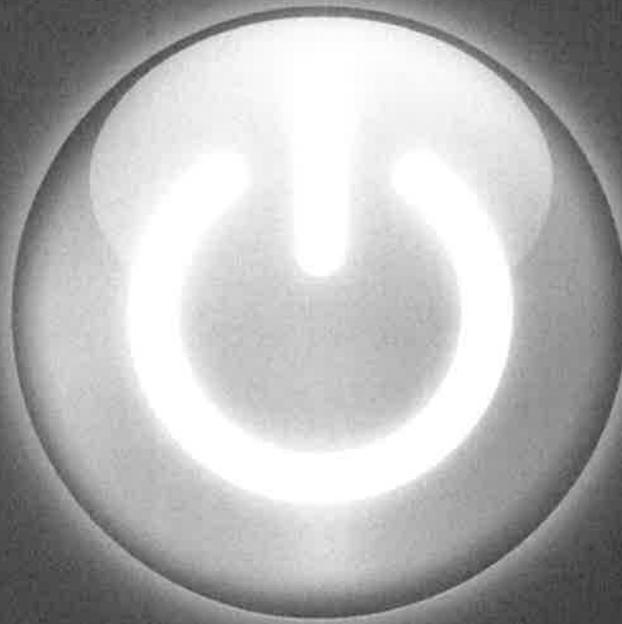
Appropriation is from 001-7050-1475, from which there is currently \$3,000 available within that budget.

**RECOMMENDATIONS**

Authorize the IT Manager to attend the 2016 Laserfiche Empower Conference, to be held in Long Beach on January 11-14, 2016.

**ATTACHMENTS**

Empower 2016 Conference Information



# Laserfiche EMPOWER2016

.....  
An Investment in Your Organization's Success

## Laserfiche Empower 2016 Conference

The Laserfiche Empower Conference provides a proven way to improve your technical skillset, spark new ideas and accelerate Laserfiche projects. In fact, **98.6%** of the people who attended last year thought that their investment paid off.

“ The amount of information, knowledge, experience and support that you get from attending the Empower Conference is absolutely priceless. ”

**Records Manager**

“ This was the best money I have spent in four years at my organization. ”

**Coordinator of  
Network Support**

“ The conference was well worth the cost. I have a much better idea of where we should go and how to get there. ”

**Finance Manager**



## Empower Success Stories: This Could Be You!



**Doug Miller**, Operations Manager at the Canadian Seed Growers Association, said, “Last year was my first conference. After the first day, I was a Laserfiche believer, and then a dreamer.”

He went on to build more than 50 workflows that have revolutionized the way his organization does business and said, “People think our organization is big, but we’re only 11 people. And that’s because of our fast, efficient output. The Laserfiche suite offering allows you to have a lot of firepower.”



**John Barragan**, COO of Girard Securities, Inc., also learned the power of Laserfiche Workflow at Empower. “In the past, we used Laserfiche like a Windows file directory structure... During Empower 2013, I was in the Long Beach Police Department’s session and I saw automation

for the first time, and the light bulb went on... I knew we could use Laserfiche Rio to automate our entire operation across the U.S.”



Meanwhile, **Faz Kiatkwankul**, Senior IT Analyst for the City of Newport Beach, CA, said, “A year ago I was here at Empower learning how to use Laserfiche Quick Fields and Workflow, and now I have a success story to share with you!”

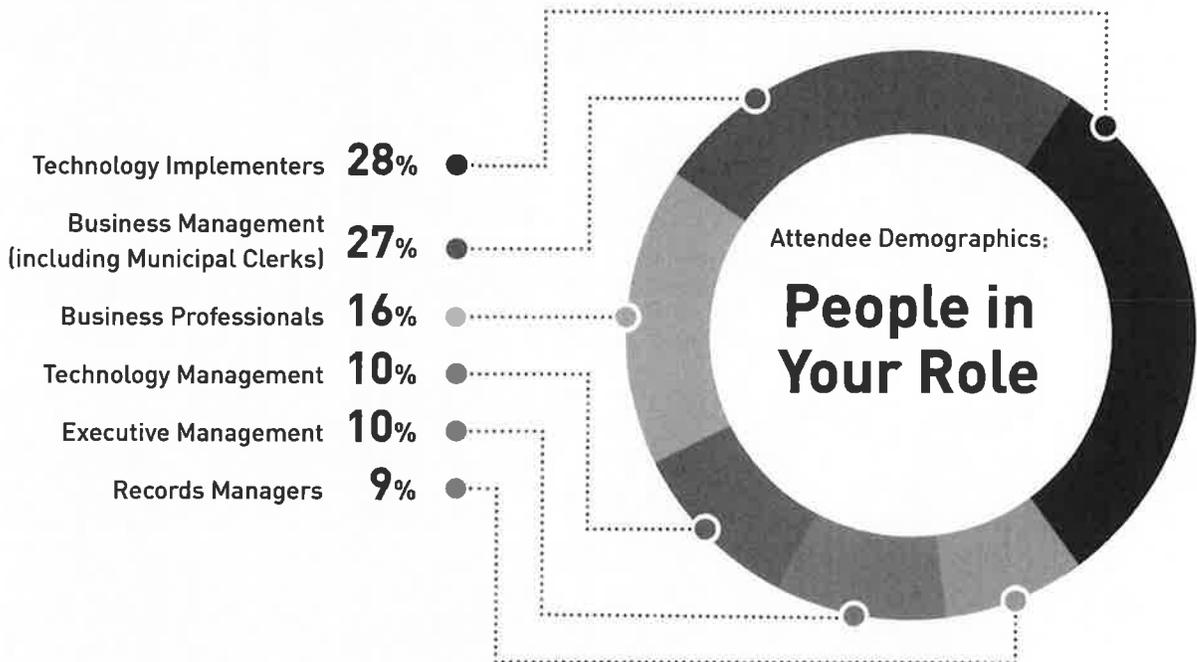
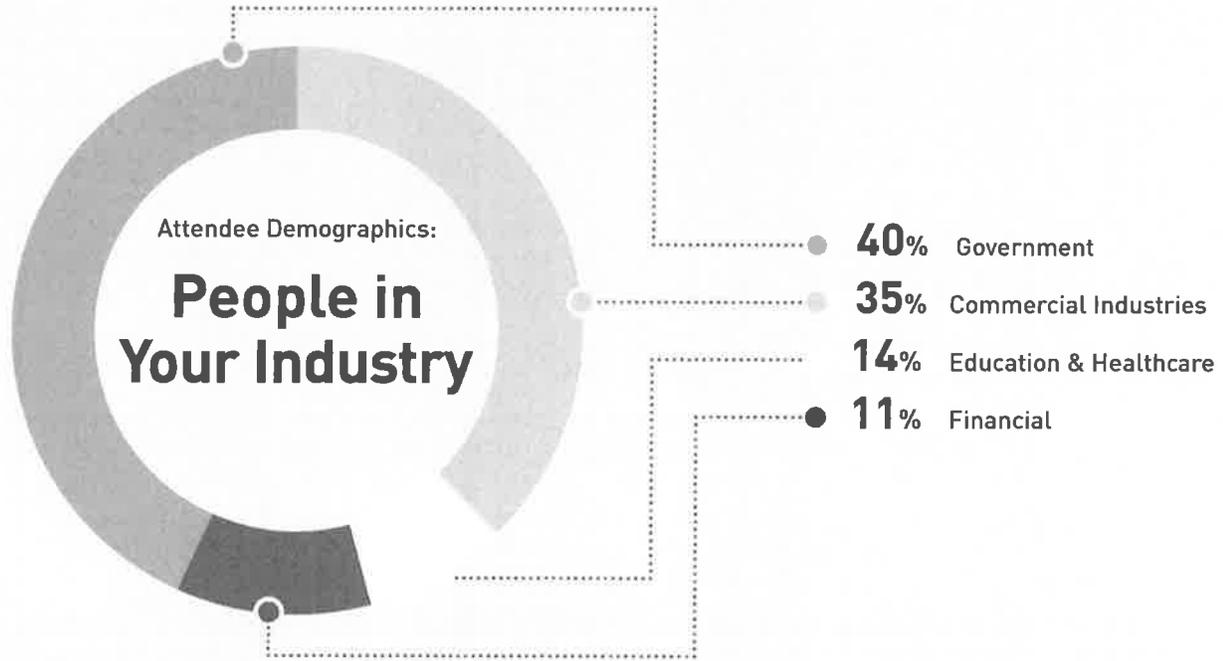
And when **Lance Dutcher**, Systems Engineer for the Corporate Commission of the Mille Lacs Band of Ojibwe Indians, saw the document routing and tracking capabilities of Laserfiche Workflow at the Empower Conference, he realized he already had the tools to build a contract management system using Laserfiche.

“I literally went to one Workflow session at the Conference, came back and started designing workflows,” said Dutcher.

The Corporate Commission completed its contract management project in six months without incurring outside costs. “We already owned Laserfiche Workflow but weren’t using it,” Dutcher explains. “All programming and training were done internally.”



## Who Attends Empower?



## Popular Reasons to Attend

### What were your goals for attending this conference?



“ One of the best conferences I have attended. Very substantive. No fluff. ”

**Director of Corporate Support Services**

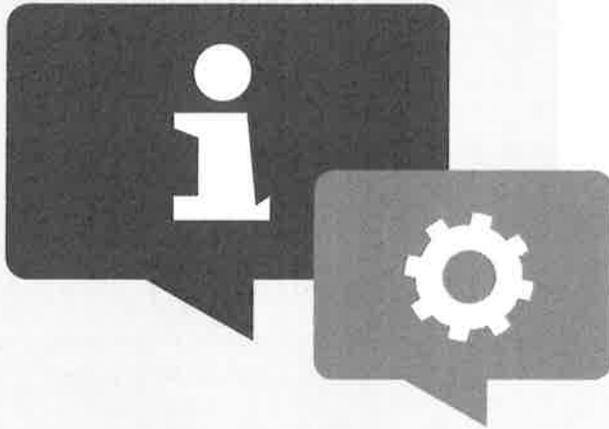
“ I left the conference overwhelmed (in a good way), excited and eager to get back to the office and share with my coworkers some of the new things I learned at Empower. It was an AWESOME experience for me! ”

**Business User**

“ As a busy professional, I often intend to make it to the Laserfiche Support Site to see what's new but seldom have the time. With Empower, I feel good about having dedicated time where my sole objective is to learn more about Laserfiche. Empower is well worth the investment. ”

**Director of IT**

## Valuable Face Time with Laserfiche Engineers



“ The Laserfiche Information Center is a great resource for deeper learning and getting specific questions answered. Talk to the experts at the Info Center for their input and advice. ”

**Kathy Jenisch,**  
Records Manager,  
Kentucky Sanitation District #1

During Empower, Laserfiche developers and engineers are available in the Laserfiche Information Center around the clock to field questions from attendees.

## In addition to the Laserfiche Information Center



**Hands-on labs** give you the opportunity to learn—and practice—new skills with an experienced Laserfiche engineer guiding you every step of the way.



**PowerPoint slides** and notes from instructor-led classes are made available to you after the event so that you can soak up every last bit of information from the sessions you attended and benefit from classes you missed.



**Ample time for Q&A** is included at the end of each and every class so that you can get the information you need about specific business processes, Laserfiche products or challenges you face.

## An IT Administrator's Perspective on Empower



### EXECUTIVE SUMMARY

- ▶ Take classes on Laserfiche Forms, which can have a significant impact on your organization.
- ▶ Spend time with your VAR to strengthen your working relationship.
- ▶ Get valuable advice from the developers in the Info Center.

As an IT professional you may think that you are already familiar with everything that is Laserfiche. After all, you're the one who installs, maintains and supports the system. Yet attending Empower can give you an entirely different point of view on your organization's Laserfiche implementation. Pete Otholt, IT Administrator at Methodist Healthcare Ministries, shares how attending the Empower Conference inspired him to optimize his organization's business processes.

### What was most memorable about the Empower Conference?

What I found the most memorable about Empower was the introduction and overview of Laserfiche Forms. The ability to easily create forms and then deploy them within the organization is huge. Tie the forms into Laserfiche Workflow and the impact to an organization is significant.

### Was there a key takeaway you learned at Empower that you were able to implement? How did it impact your job or organization?

At Empower I was able to get a refresher on searching within Laserfiche. I had recently moved to a new job role and so had not used Laserfiche in a while. It was good to be able to take that knowledge back to my users.

### What was your favorite class and why?

My favorite class was "Introduction to Laserfiche Forms" because the potential impact and use of Forms is so significant for our organization. For example, we process around 100 mileage reports from our remote locations each month. These reports are mailed in and processed by hand. If we can create an electronic form, publish it to our intranet and then route the submitted forms to the appropriate individuals for review via Laserfiche Workflow the benefits will be HUGE.

### If you were talking to someone in your role at another organization, what piece of advice would you give them for taking advantage of the conference?

Try and spend some time with your VAR — they are a great resource and you need a good working relationship. Also try and take advantage of being able to meet the developers in the Info Center. In the past, this has helped us to work through a tough problem. The Info Center is a very valuable resource!

[CLICK HERE](#)



Learn more about Methodist Healthcare Ministries' story on the Solution Exchange

## Thinking about Workflow?

Why It Pays to Attend Empower



### EXECUTIVE SUMMARY

- ▶ Take lab classes to get hands-on experience with Laserfiche Workflow.
- ▶ Use networking time to meet Laserfiche employees who can answer your questions.
- ▶ Take notes during classes to ensure you don't miss any advice from the instructors.

The numerous Laserfiche product training classes at the Empower Conference can be a goldmine for users who want to learn a specific skill or how to use a certain product.

Andrea Rumsey, Technical Librarian for Cougar Helicopters Inc., came to the Empower Conference to learn about Laserfiche Workflow and how to manage her company's system upgrade. She offered us insight on the most helpful classes she attended to achieve those goals and tips for getting the most of the jam-packed event.

### What was your favorite class and why?

The Laserfiche Workflow lab classes were my favorite. Getting Started with Workflow and Intermediate Workflow Design provided me with hands-on experience with the software and how the system works.

### What are one or two things that you learned at the conference that you were able to put into practice in back at the office?

Here at Cougar Helicopters Inc., Chris Dillon from the IT department and I have been implementing workflow processes over the past year. These processes can be very tedious and complex and without the information that the conference courses provided me, I am not sure that I would have had the knowledge to participate effectively. Laserfiche Workflow has been beneficial to Cougar Helicopters Inc. by automating some of our processes, which in turn made them more effective and efficient—ensuring fewer mistakes.

### If you were talking to someone in your role at another organization, what piece of advice would you give to them for taking advantage of the conference?

There would be a couple of pieces of advice that I would give to an individual who is new to the conference:

- ▶ **Take advantage of both the breakfast and the lunch.** For the most part a Laserfiche representative is seated at every table. This gives you a good opportunity to get a little one on one. To ask questions.
- ▶ **Take notes in class.** Although the presentations are on the website, the instructors give good advice that the presentations don't include.
- ▶ **Go to the special event.** It's a great way of networking. The entertainment is fantastic, and so is the food.

## The Value of Empower for Records Managers



### EXECUTIVE SUMMARY

- ▶ Choose one or two main topics and focus on taking classes related to them.
- ▶ Get input and advice from the experts at the Info Center.
- ▶ Take advantage of networking opportunities to learn from other people's experience.

Kathy Jenisch is the records manager at Kentucky Sanitation District #1 (SD1), the second largest public sewer utility in Kentucky. Since implementing Laserfiche in 2008, SD1 has used it to stay in compliance with the State of Kentucky's Local Government Retention Schedule.

Kathy came to the Empower Conference to learn about what's new in Laserfiche and help prepare for a system upgrade. She offered insight on how the conference has enabled SD1 to take Laserfiche "to a whole new level."

### For you, what was the most memorable part of the Empower conference?

The Laserfiche Forms classes were the most exciting part of Empower for me. We were getting ready to upgrade to the Laserfiche Rio system, which we did two weeks after the conference, so I also spent time learning about the new features we would be using once we had Laserfiche Rio in place.

### What did you learn at Empower that you were able to implement? How has this impacted your job or organization?

The forms software has brought Laserfiche to a whole new level at my organization. Laserfiche Forms enabled me to introduce Laserfiche to many new users because of the customized forms and workflow.

For example, we implemented a new travel policy at our organization in the spring of 2013. To roll it out, we created all the forms needed to request travel approval as

well as cash advances and the expense report. This entire process is now done electronically, from the initial request to the payments and receipts handled by accounting.

The best part of the new process for me as a records manager is that all documentation is filed using transparent records management so when it comes time to destroy these records, it's a simple search and delete process. No more collecting files from employees, reminding them to clean out their files or storing these temporary files in our archive room. Clean and simple!

### If you were talking to someone in your role at another organization, what piece of advice would you give them for taking advantage of the conference?

My advice to anyone attending the conference is to concentrate on taking classes geared toward one or two main topics and focus on those. Definitely take advantage of the networking opportunities—users of the system can learn a great deal from others' experiences and how they use the system.

The Info Center is a great resource for deeper learning and getting specific questions answered. My first year or two at the conference, I was trying to learn so much so I could create a development plan that I didn't even know what types of questions to ask. I just tried to absorb too much. Now, with some experience using the system, I have specific questions or situations and I can talk to the experts at the Info Center for their input and advice.

[CLICK HERE](#)



Learn more about SD1's story on the Solution Exchange

## Why It Keeps Paying to Come Back to Empower:

A Returning Attendee's Perspective



### EXECUTIVE SUMMARY

- ▶ Select classes that can help you solve issues you are facing.
- ▶ Take advantage of networking opportunities.
- ▶ Share your challenges and successes with other people—you might solve each other's problems!

Based in Baton Rouge, Associated Grocers provides services to more than 210 independent retailers in Louisiana, Mississippi and Texas. A Laserfiche customer since 2006, the company has implemented Laserfiche Avante in six departments to better manage documents and streamline business processes.

For Faron Kramer, Assistant Accounts Payable Supervisor, coming back to Empower allowed him to discover an easy fix to a frustrating problem.

### What was most memorable about the Empower Conference?

The most memorable thing about Empower was being at a conference with more than 1,000 people who genuinely wanted to learn as much as they could about Laserfiche. That energy was absolutely incredible!

### What takeaways/tips and tricks did you learn at Empower that you were able to implement right away?

We have a recap sheet that summarizes what is to be paid for each administrative expense. There's a version that's generated from our purchase order tracking system and a separate manual version for expenses that don't require a purchase order. Depending on which version was used and which printer it was printed on,

the header information shifted. This frequently caused Laserfiche Quick Fields to incorrectly read the vendor number, PO number and invoice number, so these fields had to be corrected more times than not.

The problem caused a lot of wasted time because fields had to be manually corrected. There were also times when it read "bad data" and inserted it in the fields, and the user didn't catch it. This caused documents to be stored in incorrect folders and made some documents hard to locate at a later date.

At Empower, we realized that Pattern Matching was the solution. We set up Pattern Matching once we returned home, and it worked perfectly. Pattern Matching was the missing piece that allowed us to finally complete the workflow and automate a very tedious process. Without that one "aha moment," we would still be doing it "the old way."

### If you were talking to someone in your role at another organization, what piece of advice would you give them for taking advantage of the conference?

I would encourage anyone attending the conference to take advantage of the various social settings to try and network with others. It's amazing when you share your experiences and discover how similar your job, needs and problems are. Who knows, you might have solutions to each other's problems!

[CLICK HERE](#)



Learn more about  
Associated Grocers' story  
on the Solution Exchange

## The Business Value of Empower



### EXECUTIVE SUMMARY

- ▶ Go to the keynote sessions to learn about new product releases.
- ▶ Take "Get Started with the SDK" to learn how to customize Laserfiche to your needs.
- ▶ Participate in sessions that demonstrate business process solutions.

Our annual Empower conference is full of technical training on the newest Laserfiche products and updates, but what if you're not in IT? If you're involved in business management, project implementation or operations, there's plenty to learn at Empower. Here's what Colette Vienneau, Payment Center Coordinator at Caisses populaires acadiennes in Canada, has to say about her experience at the Empower conference.

### What was most memorable about the Empower Conference?

It was undoubtedly the launch of Laserfiche Forms and seeing its potential for our organization. Since Empower, we've implemented Laserfiche Forms and used it to automate our employee expense account process. Our developer worked directly with Laserfiche during implementation and Laserfiche has released new functionalities in Laserfiche Forms that we requested. It's nice to see that a company works with us to assure that the product answers our needs.

### What tips and tricks did you learn at Empower that you were able to implement? How did they impact your job or organization?

The session "Get Started with the Laserfiche SDK" allowed me to see what we could do to customize the software. With our SDK, we upload information into our accounting software and disburse expenses into our staff accounts.

### If you were talking to someone in your role at another organization, what piece of advice would you give them for taking advantage of the conference?

Participate in sessions that demonstrate business process solutions. I attended a session about credit unions that were using Laserfiche for loans applications. Based on these case studies, my organization created a workflow for receiving and approving mortgage applications.



**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 17, 2015**

**SUMMARY**

The Council may consider recommending approval of Sale and Purchase Agreements relating to two (2) former Oroville Redevelopment Agency (RDA) properties, identified as Olive Highway Property No. 1 (APN 013-260-055) and Olive Highway Property No. 2 (APN 013-260-056), to the Oversight Board (OB) for the Successor Agency of the City of Oroville, pursuant to the Long Range Property Management Plan (LRPMP), which was approved by the Oversight Board and 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") was/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.
- 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.

CC-8

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

- 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 as per the LRPMP. The proceeds of the sales will be distributed to the taxing entities by the Butte County Auditor-Controller in accordance with the Dissolution Act and the City of Oroville will receive 24% of the net proceeds, approximately \$10,400. **These are the properties being addressed in this staff report.**

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

Property	APN	Buyer	Appraised Value	Sales Price	LRPMP No.
Olive Hwy. Property No. 1	013-260-055	City of Oroville	\$26,000	\$26,000	9
Olive Hwy. Property No. 2	012-260-056	City of Oroville	\$19,000	\$19,000	10
<b>Totals</b>			<b>\$45,000</b>	<b>\$45,000</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 net revenues from the sales will be distributed to the taxing entities by the Butte County Auditor-Controller. The City of Oroville will receive approximately \$10,400.00 as its distribution.

### RECOMMENDATION

Adopt Resolution No. 15-15 - A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON OR VICE CHAIRPERSON TO SIGN A RESOLUTION RECOMMENDING TO THE OVERSIGHT BOARD OF THE SUCCESSOR AGENCY TO THE CITY OF OROVILLE THAT THE TWO (2) PROPERTIES: OLIVE HIGHWAY NO. 1 (APN 013-260-055) AND OLIVE HIGHWAY NO. 2 (APN 013-260-056), BE SOLD FOR THE APPRAISED VALUE.

### ATTACHMENTS

Resolution No. 15-15  
Property Information

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

**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 TWO (2) PROPERTIES: OLIVE HIGHWAY NO. 1 (APN 013-260-055) AND OLIVE HIGHWAY NO. 2 (APN 013-260-056), BE SOLD FOR THE APPRAISED VALUE**

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

1. The Chairperson or Vice Chairperson is hereby authorized and directed to execute a Resolution between the Oroville Successor Agency and the Oversight Board recommending that the two properties: Olive Highway No. 1 and Olive Highway No. 2 be sold for their appraised values as per the Long Range property Management Plan.
2. The Oroville Successor Agency Chairperson or Vice 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 17, 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

**OROVILLE SUCCESSOR AGENCY  
STAFF REPORT**

**TO: CHAIRPERSON AND BOARD MEMBERS**

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

**RE: POTENTIAL DISTRIBUTION/SALE OF SUCCESSOR AGENCY HOUSING  
ASSET PROPERTIES**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Successor Agency may consider options for the distribution and/or potential sale of nine (9) residential former Redevelopment Agency (RDA) Housing asset properties.

Additionally, the Commission may consider the approval of approximately \$4,450 to complete appraisals of five (5) commercial properties and one (1) residential property associated with a possible land trade transaction.

**DISCUSSION**

The former Oroville Redevelopment Agency ("Agency") is the owner of record on the title of (9) residential properties in Oroville.

On October 8, 2014, the former City Administrator approved an agreement with Rosenow Spevacek Group, Inc. (RSG), to develop an Affordable Housing Asset Strategic Plan to provide a framework for the City of Oroville to decide whether to sell, retain and/or develop housing asset properties. Senate Bill (SB) 341 enacted several new requirements in 2013 that needed to be considered before the disposition of the real property.

Based on RSG's review of expenditures and the list of former RDA-owned properties; RSG recommends evaluating each property to determine if it can be retained to develop affordable rental housing or sold to fund extremely low income rental housing subsidies. Ultimately, recommending that the City retain properties that are zoned to permit rental housing development and large enough to support such a use, at least for a five to ten year period while staff seeks developers for the sites. The sites that will not support rental housing development may be sold so the sales proceeds can fund extremely low income rental housing subsidies and other activities. The list of the RDA-owned housing properties and recommendations are listed below:

CC-9

<b>Address</b>	<b>APN</b>	<b>Property Type</b>	<b>Lot Size</b>	<b>Zoning</b>	<b>Recommendation</b>
1550&1560 Veatch St.	012-133-009	Vacant Land	8,712	R2	Retain for rental housing development
1130 Pomona Ave.	012-135-040	Vacant Land	6,534	R2	Retain for rental housing development
Oro Dam Blvd. and Highlands	012-135-040	Vacant Land	6,098	R1	Consider retaining if zone change is feasible
Oro Dam Blvd.	033-232-021	Vacant Land	7,841	R1	Consider retaining if zone change is feasible
770 Robinson	012-121-009	Single-family	4,356	R1	Sell
1289 Robinson	012-133-005	Single-family	6,098	R2	Consider retaining after demolition of home
1729 Boynton	013-083-003	Single-family	6,969	R2	Consider transfer of property for commercial lots
3054 Spencer	013-223-006	Single-family	4,791	R2	Sell
3265 Glenn	068-300-095	Single-family	14,810	R1	Sell

Staff is requesting that the council consider using the same method for the disposition of the residential properties that is currently being used to sell the commercial former RDA properties. Whereas, Staff/Successor Agency (SA) sells the properties and Staff time would be paid for from the Housing Asset Fund. A reduced commission (50%) would be paid to brokers that bring a successful buyer to the City.

Additionally, staff is interested in transferring 1729 Boynton Avenue to a private developer in return for five (5) vacant commercial lots located adjacent from City Hall. This transaction will require an appraisal of each property to determine valuation and feasibility. This item will return to City Council if an agreement is reached between the two parties.

### **FISCAL IMPACT**

Revenue received from the sale of these properties will be deposited in the Housing Asset Fund (141-4959-8910) to be used for future extremely-low rental projects and administration costs.

### **RECOMMENDATION**

Provide direction, as necessary.

### **ATTACHMENTS**

Oroville Affordable Housing Asset Strategy Report



BETTER COMMUNITIES. BOLDER FUTURES.

ROSENOW SPEVACEK GROUP INC.  
309 WEST 4TH STREET  
SANTA ANA, CALIFORNIA  
92701-4502

T 714 541 4585  
F 714 541 1175  
E INFO@WEBRSG.COM  
WEBRSG.COM

November 12, 2015

Via Electronic Mail

Amy Bergstrand, Management Analyst III  
CITY OF OROVILLE  
1735 Montgomery Street  
Oroville, CA 95965

### **OROVILLE AFFORDABLE HOUSING ASSET STRATEGY**

The purpose of this report is to provide a framework for the City of Oroville ("City") to decide whether to sell, retain, or develop 12 real properties that were transferred to the City from the former Oroville Redevelopment Agency ("Agency") after its dissolution in 2012. As outlined in this Strategy, Senate Bill ("SB") 341 enacted several new requirements in 2013 that need to be considered before disposition of real property.

Most notably, SB 341 requires that at least 30 percent of program-related Low and Moderate Income Housing Asset Fund ("Housing Asset Fund") expenditures must be spent on extremely low income rental housing. RSG estimates the approximate cost of subsidizing an extremely low-income unit may be approximately \$81,930 per unit in Oroville today. Depending on how many properties are sold and other Housing Asset Fund activity, we estimate that at least \$200,000 may need to be spent on extremely low income rental housing by June 30, 2019 to the avoid losing sales proceeds and other housing funds. As such, it may not be appropriate in every case to sell property and face losing the proceeds unless the City is intentional as to what it would do with the proceeds.

Based on our review of the factors to be considered, RSG recommends evaluating each property to determine if it can be retained to develop affordable rental housing or sold to fund extremely low income rental housing subsidies. A Housing Property Disposition Decision Tree has been provided to guide the City's decision based on factors such as zoning, size, estimated market value, and excess surplus considerations. It is ultimately recommended that the City consider retaining properties that are zoned to permit rental housing development and large enough to support such a use, at least for a five to ten year period while staff seeks a developer for the sites. The sites that will not support rental housing development may be sold so the sales proceeds can fund extremely low income rental housing subsidies and other activities.

FISCAL HEALTH  
ECONOMIC DEVELOPMENT  
REAL ESTATE, HOUSING  
AND HEALTHY COMMUNITIES

### **Real Property Assets**

Twelve real properties transferred from the former Agency, or purchased by the City with Housing Asset Funds, are being considered for sale:

1. Robinson & Veatch Street (formerly 1550 & 1560 Veatch St; vacant land)
2. APN 033-232-021 / Oroville Dam Boulevard (vacant land)
3. APN 033-232-001 / Oroville Dam Boulevard & Highlands (vacant land)
4. 1130 Pomona Avenue (vacant land)
5. 3054 Spencer Avenue (single-family house)
6. 3265 Glen Avenue (single-family house)
7. 770 Robinson Street (single-family house)
8. 1289 Robinson Street (single-family house that needs to be demolished)
9. 1729 Boynton Avenue (single-family house historically used for relocation)
10. 247 Canyon Highlands Drive (single-family house)
11. 2485 Nevada Avenue (single-family house)
12. 730 Bird Street (single-family house)

Appendix A contains more details on each property.

The City is required to initiate affordable housing activities on or sell former Agency properties that were not already developed for affordable housing by September 7, 2017<sup>1</sup>. If the City is unable to initiate affordable housing activities on these properties within the 5 year period, the law allows for a 5 year extension by resolution. However, either by sale or development, these properties cannot merely sit on the City's books beyond 10 years.

There are several factors that need to be considered when deciding to sell or develop property. Ultimately, any program-related Housing Asset Fund expenditure will trigger a need to spend money on extremely low income rental units. The City therefore needs to consider whether a site can be developed for affordable rental housing development, or if the sales proceeds could be enough to fund affordable housing rental development.

The following page presents a decision tree to help the City decide whether to sell or retain property transferred from the former Agency. It is followed by a more detailed discussion of SB 341's requirements and recommendations on selling or retaining property to meet those requirements.

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<sup>1</sup> HSC 34176.1(e) and HSC 33334.16

### HOUSING PROPERTY DISPOSITION DECISION TREE



### **SB 341 Expenditure Limitations**

It is important to consider how sales proceeds can be spent before deciding whether to retain, develop, or dispose of properties. There are strict limitations on how sales proceeds may be spent by income category and age, and it may be necessary to retain properties to meet these requirements.

All sales proceeds and other revenues from former Agency assets, such as loan repayments and residual receipts, must be deposited into the Housing Asset Fund and spent within the limitations below:

- Administrative costs are capped at \$200,000 annually.<sup>2</sup> Eligible expenses include costs related to monitoring and preserving long-term affordability covenants and administering the development of affordable housing.
- Homeless prevention and rapid rehousing services are capped at \$250,000 annually.<sup>3</sup> Allowable activities include, but are not limited to, the provision of short- or medium-term rental housing, housing relocation and stabilization services (i.e. housing search, mediation, or outreach to property owners), credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management.
- Any other expenditures are limited to developing housing affordable to households earning 80% or less of the Area Median Income (“AMI”). Housing Asset Fund monies may not be used on moderate income housing.
  - At least 30% of expenditures must be on extremely low income (30% AMI) rental housing within a 5-year compliance period (January 1, 2014 – June 30, 2019 and every 5 years thereafter). This tends to be the most difficult challenge given the typical subsidy for a unit would be \$81,930, as discussed in the next section.
  - No more than 20% of expenditures may be on households earning more than 60% of the AMI within the 5-year period.<sup>4</sup>
- No more than 50% of all deed-restricted rental units may be limited to seniors if produced by the former Agency or City during the preceding 10 years.<sup>5</sup> As of Fiscal Year 2013-14, 33% of deed-restricted rental units assisted by the Agency or City within the last 10 years were senior projects.
- Unencumbered funds may not exceed the greater of \$1 million or the aggregate amount deposited into the Housing Asset Fund during the preceding four fiscal years.<sup>6</sup> The first meaningful calculation of excess surplus cannot be made until FY 2016-17. It is unlikely

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<sup>2</sup> HSC 34176.1(a)(1)

<sup>3</sup> HSC 34176.1(a)(2)

<sup>4</sup> HSC 34176.1(a)(3)

<sup>5</sup> HSC 34176.1(b)

<sup>6</sup> HSC 34176.1(d)

that the City will generate an excess surplus over the next five years based on projected revenues and expenditures.

The City will face further restrictions if it fails to comply with these requirements. If the City fails to comply with the extremely low income expenditure requirement by the end of a five-year compliance period, it will have to ensure that 50 percent of remaining Housing Asset Funds are spent on extremely low income rental units until it is in compliance. If the City exceeds the expenditure limit on households earning more than 60% AMI by the end of a five-year compliance period, the City will not be allowed to expend funds on that income category until it is in compliance.

If the City accumulates an excess surplus and fails to encumber the funds within three fiscal years, it would be required to transfer any excess surplus to the Department of Housing and Community Development.

#### **Asset Disposition Considerations & Options**

Property sales alone will not trigger expenditure requirements unless the sales proceeds cause unencumbered funds to add up to over \$1 million. This is unlikely because projected revenues are expected to be less than projected expenditures over the next five years, and the estimated market value of the former Agency properties would not be enough to accumulate \$1 million in unencumbered funds. Table 1 presents an estimated cash flow for the first five-year compliance period of January 1, 2014 through June 30, 2019. Future revenues are roughly estimated based on actual expenditures from January to December 2014 and budgeted amounts for Fiscal Year 2014-15. Future expenditures are limited to administrative and monitoring costs within the annual cap and a minimal amount of program-related expenditures based on activities that have already been initiated.

TABLE 1  
 HOUSING ASSET FUND CASH FLOW  
 CITY OF OROVILLE

	Jan-Dec2014	Jan-Jun 2015	2015-16	2016-17	2017-18	2018-19	Total
<b>BEGINNING BALANCE</b>	<b>1,072,380</b>	<b>\$ 954,449</b>	<b>\$ 860,551</b>	<b>\$ 699,551</b>	<b>\$ 808,300</b>	<b>\$ 507,490</b>	
<b>Revenues</b>							
Loan Repayments	45,685	39,965	55,000	55,000	55,000	55,000	305,650
LPP Lease Payments	18,814	10,000	20,000	20,000	20,000	20,000	108,814
Residual Receipts	-	-	-	-	-	-	-
Interest	46,772	15,920	39,000	42,900	47,190	51,909	243,691
Investment Earnings	2,398	2,000	3,000	3,000	3,000	3,000	16,398
Sales Proceeds /1	-	-	-	721,555	-	-	721,555
Miscellaneous	1,653	2,000	2,000	2,000	2,000	2,000	11,653
Transfers / Adjustments	22,578	-	-	-	-	-	22,578
<b>TOTAL</b>	<b>\$ 137,899</b>	<b>\$ 69,885</b>	<b>\$ 119,000</b>	<b>\$ 844,455</b>	<b>\$ 127,190</b>	<b>\$ 131,909</b>	<b>\$ 1,430,338</b>
<b>Expenditures</b>							
Administration / Monitoring	103,173	163,783	150,000	150,000	150,000	150,000	866,956
Homeless Prevention	-	-	-	-	-	-	-
Program Expenditures	152,657	-	65,000	292,853	139,000	-	649,510
Lease to Purchase	95,000	-	65,000	98,000	139,000	-	397,000
First-Time Homebuyer	-	-	-	-	-	-	-
Rehabilitation Program	(75)	-	-	-	-	-	(75)
Emergency Repair Grants	-	-	-	-	-	-	-
Minor Repair Loans	-	-	-	-	-	-	-
Landscape Improvement	-	-	-	-	-	-	-
Foreclosure Purchase	57,732	-	-	-	-	-	57,732
Ext. Low Inc. Rental Subsidies	-	-	-	194,853	-	-	194,853
<b>TOTAL</b>	<b>\$ 255,830</b>	<b>\$ 163,783</b>	<b>\$ 280,000</b>	<b>\$ 735,706</b>	<b>\$ 428,000</b>	<b>\$ 150,000</b>	<b>\$ 2,013,319</b>
<b>ENDING BALANCE</b>	<b>\$ 954,449</b>	<b>\$ 860,551</b>	<b>\$ 699,551</b>	<b>\$ 808,300</b>	<b>\$ 507,490</b>	<b>\$ 489,399</b>	

*Extremely Low Income (30% AMI) Rental Housing Expenditure (at least 30% of program expenditures)* **30%**  
*Low Income (60-80% AMI) Expenditures (no more than 20% of program expenditures) /1* **15%**

1/ Assumes that six single-family homes are sold at an estimated fair market value of \$721,555.

2/ Assumes that upcoming Lease to Purchase program expenditures are on households making less than 60% AMI. If they make more than 60% AMI, additional Housing Asset Funds will need to be spent on extremely low income households. Alternatively, the upcoming Lease to Purchase program loans could be made with other funds so it does not trigger SB 341 expenditure requirements.

Expenditures on items other than administrative costs (capped at \$200,000 annually) and homeless prevention/repaid rehousing (capped at \$250,000 annually) trigger the need to spend money on extremely low income rental housing within the five-year compliance period. In 2014, the City spent \$152,657 on program related expenditures out of the Housing Asset Fund, primarily on the Lease to Purchase Program. Staff anticipates spending an additional \$302,000 within the compliance period on Lease to Purchase Program activities that have already been initiated. If no other expenditures are made, the City could have to spend approximately \$455,000 on funding low income housing programs by June 30, 2019. This generates a need to spend an additional \$194,853 on extremely low income rental housing, as demonstrated in Table 2, Scenario 1.

TABLE 2  
 REQUIRED EXTREMELY LOW INCOME RENTAL EXPENDITURES  
 CITY OF OROVILLE

	Scenario 1		Scenario 2	
	Expenditures	% Total	Expenditures	% Total
Actual Expenditures Jan 2014 -Dec 2014 /1	152,657		152,657	
Planned Expenditures Jan 2014 - Jun 2019 /2	302,000		0	
<b>Subtotal</b>	<b>454,657</b>	<b>70%</b>	<b>152,657</b>	<b>70%</b>
Required Ext. Low Inc. Rental Expenditures	194,853	30%	65,424	30%
<b>Total</b>	<b>649,510</b>	<b>100%</b>	<b>218,081</b>	<b>100%</b>

1/ Lease to Purchase and Foreclosure Purchase Programs  
 2/ Planned Lease to Purchase Program Loans

Expenditures on households making 60-80% AMI may not exceed 20% of program expenditures. If the anticipated Lease to Purchase Program loans are for households making 60% AMI or higher, additional monies will need to be spent on extremely low and very low income households. The City could consider funding the anticipated Lease to Purchase program loans outside of the Housing Asset Fund if possible. In that case the City would only need to spend an estimated \$65,424 on extremely low income rental housing in proportion to expenditures already made through December 2014. This is demonstrated in Table 2, Scenario 2. Expenditures on moderate income households are not permitted out of the Housing Asset Fund.

Table 3 calculates the estimated cost for subsidizing a two-bedroom extremely low income rental unit in Oroville. The annual subsidy amount is approximately \$4,100 based on the difference between current market rents and 2014 affordable housing costs set by the State. The total cost to subsidize a unit over time is an estimated \$81,930 applying a 5 percent capitalization rate.

TABLE 3  
EXTREMELY LOW INCOME RENTAL SUBSIDY  
OROVILLE, CA

Two-Bedroom Apt Market Rent /1	688
Affordable Housing Cost /2	396
Less Utility Allowance /3	<u>55</u>
<b>Subsidized Rent</b>	<b>\$ 341</b>
Annual Subsidy	4,097
Capitalization Rate	<u>5%</u>
<b>Capitalized Rent Subsidy</b>	<b>\$ 81,930</b>

1/ Zillow, Trulia, and Hotpads, March 2015  
2/ Three-person household, Butte County, 2014  
3/ Butte County Utilities Schedule, August 2014

The City will need to subsidize at least one extremely low income rental unit based on expenditures made from January to December 2014. At least two additional units will need to be subsidized if anticipated Lease to Purchase Program expenditures are made out of the Housing Asset Fund. Additional extremely low and very low expenditures may be necessary if households assisted by the Lease to Purchase Program in the future exceed 60% AMI.

### Recommendations

The City needs to identify strategies to produce at least 1-3 extremely low income deed-restricted rental units. The Housing Property Disposition Decision Tree can help the City determine whether any real properties transferred from the former Agency should be retained for development or sold to leverage proceeds to fund affordable housing subsidies. It is recommended that the City consider retaining any properties that are zoned to permit rental housing development and large enough to support such a use, at least for a five to ten year period while staff seeks a developer for the sites. The sites that will not support rental housing development may be sold so the sales proceeds can fund extremely low income rental housing subsidies and other activities. Although it is unlikely, the City should be mindful of whether a sale could cause the City to accumulate an excess surplus.

The attached Appendix lists the 12 properties being considered for sale, their zoning, size, estimated market value, and recommended disposition for the City's consideration.

Sincerely,  
ROSENOW SPEVACEK GROUP, INC.

Jim Simon  
Principal

Suzy Kim  
Associate

APPENDIX

REAL PROPERTIES CONSIDERED FOR SALE OR DEVELOPMENT  
 CITY OF OROVILLE

	Address	APN	Property Type	Lot SF	Zoning	Estimated Market Value /1	Recommended Action
1	1550 & 1560 Veatch St.	012-133-009	Vacant land	8,712	R2	\$ 18,731	Consider retaining for rental housing development
2	1130 Pomona Avenue	012-135-040	Vacant land	6,534	R2	\$ 14,000	Consider retaining for rental housing development
3	Oroville Dam Blvd & Highlands	033-232-001	Vacant land	6,098	R1	\$ 13,112	Consider retaining if zone change is feasible
4	Oroville Dam Blvd	033-232-021	Vacant land	7,841	R1	\$ 16,858	Consider retaining if zone change is feasible
5	770 Robinson St.	012-121-009	Single-family	4,356	R1	\$ 64,313	Sell
6	1289 Robinson St.	012-133-005	Single-family	6,098	R2	\$ 13,111	Consider retaining after demolishing home
7	1729 Boynton Avenue	013-083-003	Single-family	6,969	R2	\$ 101,299	Retain if needed for relocation, otherwise sell
8	3054 Spencer Avenue	013-223-006	Single-family	4,791	R2	\$ 76,523	Sell
9	3265 Glen Avenue	068-300-095	Single-family	14,810	R1	\$ 110,318	Sell
10	247 Canyon Highlands	033-170-030	Single-family	37,897	AR1	\$ 212,200	Sell
11	2485 Nevada Ave	013-073-006	Single-family	5,227	R1	\$ 107,736	Sell
12	730 Bird Street	012-064-010	Single-family	5,227	R1	\$ 136,318	Sell

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR DAHLMEIER AND COUNCIL MEMBERS**

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

**RE: UN-FREEZING POLICE OFFICER POSITION (*Continued from November 3, 2015*)**

**DATE: NOVEMBER 17, 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.

**FISCAL IMPACT**

CC-10

The cost of this proposal is \$72,909.34 for a pro-rated annual salary and benefit estimate. Since no funding source was identified in the current budget, funding for this position will require utilizing Unassigned Fund Balance. With no funding source available, approval of this item will create an unbalanced budget. Early analysis of Police labor costs, suggests not enough has been budgeted for overtime costs.

### **RECOMMENDATIONS**

1. Authorize staff to recruit and hire a Police Officer position; and
2. Approve Supplemental Appropriation No. 2015/2016-1117-XX.

### **ATTACHMENTS**

None

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS**  
**FROM: BILL LAGRONE, DIRECTOR OF PUBLIC SAFETY**  
**RE: FIRE INSPECTOR POSITION**  
**DATE: NOVEMBER 17, 2015 (Continued from 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 you with 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 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 \$59,765.37 for a pro-rated annual salary and benefit estimate. Since no funding source was identified in the current budget, funding for this position will require utilizing Unassigned Fund Balance. With no funding source available, approval of this item will create an unbalanced budget. Early analysis of Fire Labor costs, suggests not enough has been budgeted for overtime costs.

**RECOMMENDATIONS**

1. Authorize staff to recruit and hire a Fire Inspector position; and
2. Approve Supplemental Appropriation No. 2015/2016-1117-XX.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: ZONING CLEARANCE / OCCUPANCY PERMIT APPLICATION FOR  
2558 S. 5<sup>TH</sup> AVENUE, SUITE D – TOWING SERVICE**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider providing staff with direction regarding a zoning clearance / occupancy permit application for a towing service at 2558 S. 5<sup>th</sup> Avenue, Suite D, Oroville.

**DISCUSSION**

On October 19, 2015, the City received a zoning clearance / occupancy permit application for the operation of a towing service at 2558 S. 5<sup>th</sup> Avenue, Suite D (APN: 035-260-074). The subject property has a zoning designation of Corridor Mixed Use (MXC). The City of Oroville Municipal Code (OMC) Section 26-04.020, defines a towing service as follows:

*“Vehicle service or repair. An establishment that provides any repair, alteration, servicing, restoration or finishing of any vehicle as a primary use, **including but not limited to** body repair, collision repair, muffler and radiator shops, oil change and quick-lube shops, painting, tire and battery sales and installation, and **towing**. The term “vehicle service or repair” does not include repair shops that are part of a vehicle sales establishment on the same site.”*

Per the OMC Table 26-34.020-1: Allowed Uses in Mixed-Use Districts, “vehicle service or repair” is not a listed land use. Section 26-10.090 specifies that if a proposed use of land is not allowed as of right, or allowed subject to a permit, according to the regulations set forth in this chapter for the applicable district, the use shall not be allowed.

The previous zoning of the property, prior to the March 31, 2015 Council adoption of the current zoning map, was Intensive Industrial (M-2), which permits the operation of “vehicle services and repair” subject to a zoning clearance. The OMC Section 26-10.140 “Cessation of Land Use Activities” specifies that a building or structure which was designed for a use which does not conform with the provisions of Chapter 26 and

which is occupied by a nonconforming use shall not again be used for nonconforming purposes when such use has ceased for a period of twenty-four (24) months or more.

Per the City's records, the property was last used as a use identified by the City Code as "vehicle service or repair" in 2009. Classic Euro-Asian auto repair was approved by City for the start of business operations at 2558 S. 5<sup>th</sup> Avenue, Suite D on August 22, 2000, and their business license expired on December 31, 2009. Thus, the proposed towing service is not permitted by current City regulations.

John Nolind, property owner of 2558 S. 5<sup>th</sup> Avenue, Suite D, has submitted a letter (**Attachment A**) requesting King Towing be permitted to operate at the aforementioned address and that the City consider amendments to the City Code to expand where similar businesses may operate.

### **FISCAL IMPACT**

No fiscal impact at this time.

### **RECOMMENDATIONS**

Provide direction, as necessary.

### **ATTACHMENTS**

A – Letter from John Nolind

# EXHIBIT - A

October 27, 2015

Mr. Don Rust, Director  
City of Oroville Community Development Dept.  
1735 Montgomery Street  
Oroville, CA 95965

RE: Nolind Trust Zoning/Occupancy issues for MXC zoning  
APN 035-260-074

Dear Mr. Rust,

On behalf of our ownership group, we wish to request consideration for allowing King Towing to relocate to our Unit D at 2588 So. 5<sup>th</sup> Avenue behind Spangler's Auto. Unit D has an obscured fence surrounding this portion of the site approx. 150 feet west of 5<sup>th</sup> Avenue.

This property was previously zoned for this industrial type use (M-2) and is now zoned MXC. King Towing is currently located on a parcel that was also changed to MXC, previously being CLM.

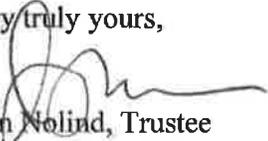
We have reviewed the allowed uses in the MXC and do not find towing as an allowed use and request your staff review the allowed uses and consider additional uses in the MXC zone such as towing, particularly where areas such as these two cases have been rezoned but still have many industrial type uses. Perhaps an accommodation can be made due to the previous occupations and in the future perhaps an administrative review can provide such relief until an area is ready for a full revitalization to the more commercial type uses outlined currently in this new MXC zone. We would request the new code definitions for vehicular type businesses be expanded for towing where outdoor or visible vehicle storage is not required.

We would like to also point out that Spangler's Auto has been located on the property, currently occupying units A and B, and having recently vacated unit D. We wish to provide additional business license documentation for your review and a statement from Spangler's regarding their use of Unit D previously, see attached.

Thank you for your assistance in this matter. We hope your department can allow King's Towing to occupy this unit as soon as possible.

If you need any additional information please contact us.

Very truly yours,

  
John Nolind, Trustee  
Barry L. Nolind Trust

**From:** Gordon Spangler s1sound1@yahoo.com  
**Subject:** 2558 5th ave. unit D  
**Date:** October 22, 2015 at 12:44 PM  
**To:** RjNolind@sbcglobal.net

To Whom It May Concern,

My business rented 2558 5th ave unit D form January 2009 to January 2014.  
The unit was used for motorized off road new and used parts storage.

Thank you,

Gordon Spangler  
Spanglers Sound & Off Road  
2558 5th. ave. unit A,B  
Oroville CA. 95965  
Phone: 530-370-5430

**BUSINESS LICENSE**  
**CITY OF OROVILLE, CALIFORNIA**

**BUSINESS LICENSE NUMBER: 5172**

**EFFECTIVE DATE:**

01/01/2015

**EXPIRATION DATE:**

12/31/2015

**SPANGLER'S SOUND SYSTEMS**

2558 S. 5TH AVE #A

OROVILLE, CA 95965

**BUSINESS LOCATION:**

2558 S 5TH AVE A

OROVILLE, CA 95965

**NAME OF BUSINESS:**

SPANGLER'S SOUND SYSTEMS

**BUSINESS TYPE:**

RETAIL SALES AND MISC

**OWNER:**

GORDON SPANGLER

**OWNERSHIP TYPE:**

SOLE PROPRIETOR

**RESALE ID**

SRKHH28855648

**SPECIAL CONDITIONS:**

**NOT TRANSFERABLE**  
**THIS LICENSE EXPIRES AS SPECIFIED ABOVE**

**LICENSED BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND  
SUBJECT TO THE PROVISIONS OF THE ORDINANCES OF THE CITY OF  
OROVILLE AND THE LAWS OF THE STATE OF CALIFORNIA.**

**THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE**

**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: EQUIPMENT PURCHASES FOR SEWER DIVISION**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider approving budgeted equipment purchases for the Sewer Division.

**BACKGROUND**

Approval of the Fiscal Year 2015 – 2016 budget included a list of proposed Sewer Division equipment purchases necessary to allow sewer main spot repairs and pipe patching. Currently, the ability to complete sewer main spot repairs is constrained due to the need to borrow excavation equipment from the Streets Division. The pipe patching support equipment is necessary as part of on-going efforts to rehabilitate sewer mains that warrant patching as the most cost effective method of repair. Other equipment included is in support of sewer maintenance operations and traffic control.

For each of the requested items listed below, three purchase quotations were obtained. In addition, a brief description of the proposed used and need for the equipment is included. There are three items that require formal bids or piggy back bids from previous municipal bid advertisements. These items are 1) a Bobcat mini-excavator, 2) a 5-yard dump truck and 3) a 2-yard dump truck, all for use in completing sewer main repairs. Staff will bring these three items forward in the near future.

Dump Trailer

The dump trailer would be used to transport the Bobcat mini-excavator to and from jobsites.

Price Quote Range = \$8,556 - \$9,568  
Low Quote: Jeff's Truck Service. Chico

Compactor

This equipment is used to compact backfill into excavated trenches. Currently, this equipment has to be rented and on occasion is not available when needed.

Price Quote Range = \$\$2,937 - \$3,560  
Low Quote = Rental Guys, Chico

Enclosed Trailer

This equipment would be used to haul pipe patching equipment and supplies.

Price Quote Range = \$4,782 - \$5,332  
Low Quote = Jeff's Truck Service, Chico

Rigid Lateral Camera

This equipment would be used to televise sewer pipes less than 6 inches in diameter or sewer pipes with space constraints that do not allow the use of the City's current track mounted camera.

Price Quote Range = \$5,530 - \$6,775  
Low Quote = California Service Tool, Sacramento

Trailer Mounted Arrow Board

This equipment would be used a part of traffic control operations. Currently this equipment has to be rented and on occasion is not available when needed.

Price Quote Range = \$4,510 - \$4,638  
Low Quote = Interstate Sales, Auburn

Large Diameter Root Cutter and Accessories

This equipment is necessary to cut roots in sewer mains of 12" and up to 21" inched in diameter. The sewer division's current root cutters can only cut roots in pipes up to 10" in diameter. This is a sole source specialty purchase item.

Quote = \$18,125 from NozzTeq, Clearwater Florida

Honda 3000 Watt Generator

This equipment will be used to provide power to the confined space blower. The current generator that is borrowed from the parks department is undersized and constantly trips under load.

Quote Range = \$2,004 - \$2,150  
Low Quote = Oroville Power Equipment

## Washer and Dryer

A new clothes washer and dryer would be used to clean raingear, coats and other personal protection equipment that become contaminated with sewerage. These items are not included in the uniform cleaning services contract with Aramark.

Quote Range = \$1,644 - \$1,718  
Low Quote = A-1 Appliance, Oroville

## Summary of Costs

Dump Trailer = \$8,556  
Compactor = \$2,937  
Enclosed Trailer = \$4,782  
Rigid Lateral Camera = \$5,530  
Trailer Mounted Arrow Board = \$4,510  
Large Diameter Root Cutter and Accessories = \$18,125  
Honda 3000 Watt Generator = \$2,004  
Washer and Dryer = \$1,644

**Total = \$48,088**

Purchases will be made to each of the lowest bidders for each item.

## **FISCAL IMPACT**

Appropriation for these items is available in the Fiscal Year 2015/2016 sewer operations budget: Sewer Fund 101-8430-4000.

## **RECOMMENDATIONS**

Authorize the purchase of sewer operations equipment as indicated in this staff report, dated November 17, 2015.

## **ATTACHMENTS**

Sewer Equipment Purchases Quotations

# JEFF'S TRUCK SERVICE

# DUMP TRAILER

ESTIMATE# 501549 Page: 1

13514 HWY 99 NORTH

CHICO, CA 95973

(530) 895-8070

530 898-8711

Web/eMail jtsf250@yahoo.com

Fax # 530 898-8711

Monday-Saturday 8a.m.-6p.m.

Date 6 AUG 2015

Lic. BAR No. ARD 212556

DEPT OF TOXIC SUBST EPA-CAL 000294775

CITY OF OROVILLE  
1735 MONTGOMERY

OROVILLE

Home # (530) 538-2491

Work # (53) 053-0916

Cell. #

EMAIL:

Sales: 217

CA 95966

Ext.

License 10501549

Vin

Eng. Type

Eng. No.

Prod.

Other-(CAP)

Remarks/PO:

Unit

Year 0

Make

Model

Miles/Km 279,424.0

Color/Doors

Open Date 6 AUG 2015 10:09

Ready By: 6 AUG 2015

Type	Description of Labor / Parts / Miscellaneous	Qty	Hours	Tech.	Each \$	Amount
Labor:	FREE TARP AND SPARE					
Part:	7X14 - 7X14 DUMP			217		
Misc.:	DMV	1.00			\$ 7,915.00	\$ 7,915.00
Misc.:	TIRE TAX	1.00				\$ 40.00
		1.00				\$ 7.00
<b>1 Group Sub Total</b>						<b>\$ 7,962.00</b>

Original Estimate: \$ 0.00 : \_\_\_\_\_ :

Revision #1 Increase .00 0.00

I acknowledge notice and oral approval of an increase in the original estimated price  
 Revision #2 Increase .00 0.00  
 Revision #3 Increase .00 0.00

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The company is not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond our control. By signing, I agree to the terms and conditions listed on both sides of this form. All sales are final on electrical and/or computer parts. A 15% restocking fee will be charged on all special orders. Freight is non-refundable, return shipping fees may apply.

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

Payment 1: 0.00  
 Thank You From: JEFF'S TRUCK SERVICE

Account # 147  
 Payment 2: Key# 0.00

Estimate Labor	\$ 0.00
Estimate Parts	\$ 7,915.00
Estim. Environm.	\$ 0.00
Shop Supplies	\$ 0.00
Est. Sub Total Charges	\$ 0.00
Estimate Sublet	\$ 47.00
Estimate Sales Tax	\$ 593.63
Estim. Before Sales Tax	\$ 7,962.00
<b>Total Estimate</b>	<b>\$ 8,555.63</b>

# Chico Truck & R.V.

## Estimate For Repairs

5 Three Sevens Lane \* Chico, CA 95973 \* 530-891-9225

Date: 08/06/2015

CITY OF OROVILLE  
1735 MONTGOMERY STREET  
OROVILLE, CA 95965

538-2468 FX Ext:

Vin # :  
Yr/Make : 2016 PJ  
Model : 83X14 LO PRO DUMP  
Plate :  
Miles :

Estimate # 1259  
Motor Hours :  
Writer : DAN  
Date : 08/06/2015  
Motor :  
Unit # :

Work To Be Performed  
TRAILER SALE

Quantity	Part Number	Description	Parts	Labor
1	DL 83X14	14 LO PRO DUMP	\$8,100.00	
1	DOC	DOC FEE	\$45.00	\$0.00
		***** THERE IS NO "COOLING OFF" PERIOD ***** CALIFORNIA LAW DOES NOT PROVIDE FOR A "COOLING OFF" OR CANCELLATION PERIOD FOR VEHICLE SALES. THEREFORE, YOU CANNOT LATER CANCEL YOUR CONTRACT SIMPLY BECAUSE YOU CHANGE YOUR MIND, DECIDE THE VEHICLE COSTS TOO MUCH, OR WISH YOU HAD ACQUIRED A DIFFERENT VEHICLE. AFTER YOU SIGN YOUR CONTRACT, YOU MAY ONLY CANCEL WITH THE AGREEMENT OF THE SELLER, OR FOR LEGAL CAUSE, SUCH AS FRAUD.  CUSTOMER IS RESPONSIBLE FOR WHEEL NUT TORQUE AFTER THE FIRST 50 MILES		
	Sublet	EXEMPT		\$20.00

90 DAY WARRANTY ON ALL PARTS AND LABOR UNLESS OTHERWISE SPECIFIED.

Estimates are an approximation of charges, and based on work to be performed. It's possible that complications could occur and cause some deviation from the initial estimate. All parts are new unless otherwise specified

I hereby authorize you to perform the above repair work including necessary parts and materials set forth. Additional labor, parts or materials may be required to repair the vehicle, and further such repairs shall not be performed without attempting to contact you promptly. You and your employees are authorized to operate the vehicle on streets, highways or elsewhere at my risk for the purpose of test inspection and delivery. It is understood and agreed the repair facility is not responsible for any loss or damage to vehicle.

Authorization X

Labor	\$0.00
Parts	\$8,145.00
	\$0.00
	\$0.00
Towing	\$0.00
Sublet	\$20.00
Sales Tax	\$610.88
Shop Charge	\$0.00
F.E.T.	\$8.75
Inspection	\$0.00
<b>Est. Total</b>	<b>\$8,784.63</b>

ATTN Cody

# RETAIL BUYERS ORDER

DEALERSHIP NAME TRAILERING INC  
 ADDRESS 6050 Hwy 273 Anderson CA 96007  
 CUSTOMER NAME City of Oroville DATE 8/14/15  
 STREET ADDRESS 1735 Montgomery St PHONE \_\_\_\_\_  
 CITY Oroville COUNTY Butte STATE CA ZIP 95965 SALESPERSON KARSTEN

I AGREE TO PURCHASE THE BELOW LISTED USED VEHICLE:

YEAR	MAKE	MODEL	BODY TYPE	COLOR	TRIM
2015	PJ	DL142	Dump	BLK	

VIN \_\_\_\_\_ TO BE DELIVERED ON OR ABOUT \_\_\_\_\_ STOCK NO. \_\_\_\_\_

REMARKS: <u>(only 1 in stock)</u>	CASH PRICE OF VEHICLE	\$
<u>D Rings</u>	<u>7X14 Low Pro PJ</u>	<u>8799 -</u>
<u>Stake Pockets</u>	<u>Ramps</u>	
<u>Ads Hitch</u>	<u>trickle charger</u>	
<u>Drop leg JACK</u>	<u>powder coated</u>	
<u>Double Brakes</u>	<u>spread gate</u>	
	<u>10 ga wall &amp; floor</u>	
	<u>RADIALS, LED</u>	
	<u>spare mount</u>	
	<u>TARP Inc 350 value</u>	
	DOCUMENT FEES →	<u>75 -</u>
	← SELLING PRICE →	<u>8874 -</u>
	X % = SALES TAX	<u>665 55</u>
	COUNTY	<del>_____</del>
	TITLE & FILING FEES	<u>21 -</u>
	OTHER	<u>STATE fire fee 7 -</u>
	TOTAL	<u>9567 55</u>
	TOTAL CREDITS	
	BALANCE DUE	

TRADE-IN AND OTHER CREDITS		TAXABLE TOTAL	ODOMETER MILEAGE STATEMENT	TOTAL CREDITS
TRADE-IN ALLOWANCE			THE ODOMETER OF THE ABOVE DESCRIBED VEHICLE NOW READS _____ MILES/KILOMETERS. AND IS ACCURATE UNLESS CHECKED BELOW <input type="checkbox"/> ODOMETER MILEAGE IS NOT ACCURATE REFER TO THE FEDERAL MILEAGE STATEMENT FOR FULL DISCLOSURE	
BALANCE OWED ON TRADE				
BALANCE OWED TO:				
NET EQUITY				
DEPOSIT				
CASH ON DELIVERY				
OTHER				
TOTAL CREDITS				
TRADE-IN STOCK NO.	YEAR	MAKE	MODEL	
	BODY TYPE	VIN	MILEAGE	

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALERS, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON ALL GOODS AND SERVICES SOLD BY DEALER. IN THE EVENT THAT A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE TERM OF THE SERVICE CONTRACT.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contract provisions in the contract of sale. Spanish Translation: Guia para compradores de vehiculos usados. La informacion que ve en el formulario de la ventanilla para este vehiculo forma parte del presente contrato. La informacion del formulario de la ventanilla deja sin efecto toda disposicion en contrario contenida en el contrato de venta.

The front and back of this Agreement and any documents attached hereto comprise the entire agreement affecting this purchase and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I hereby certify that no credit has been extended to me for the purchase of this motor vehicle except as it appears in writing on the face of this agreement. I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. I certify that I am at least 18 years old, and hereby acknowledge receipt of a copy of this Agreement.

APPROVED: \_\_\_\_\_ AUTHORIZED DEALERSHIP REPRESENTATIVE  
 SIGNED: \_\_\_\_\_ ACCEPTED BY CUSTOMER

THIS ORDER IS NOT VALID UNLESS SIGNED AND ACCEPTED BY DEALER OR ITS AUTHORIZED REPRESENTATIVE

# COMPACTOR

Guy Rents, Inc. UDA

## RENTAL GUYS

1720 Nord Ave.  
Chico, CA 95926  
(530) 343-0219 phone

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

**REDDING**  
4055 Eastside Rd.  
(530) 222-5000

**RED BLUFF**  
365 Antelope Rd.  
(630) 627-4700

**GRIDLEY**  
867 Hwy. 99  
(530) 846-5373

**SUSANVILLE**  
1550 Chestnut St.  
(530) 251-4033

**NORTH STATE CITY**  
1720 Nord Ave.  
Chico, CA 95926  
(530) 343-0219 phone  
(530) 343-2272 fax

**PARADISE**  
8321 Skyway  
(530) 876-0200

**Status: Quote**

Quote #: q7579-1

Quote To: Mon 8/31/2015 9:00AM

Operator: RIVAS, MARC

Customer #: 86220

CITY OF OROVILLE PUBLIC WORKS

530-538-2490 Phone

1735 MONTGOMERY ST  
Oroville, CA 95966

Qty	Key	Items	Part#	Status	Quote Date	Price
1	MS-1	Rammer (MTX70 HD)		Retail		\$2,834.00
1	FREIGHT-1	FREIGHT	FREIGHT	Retail		\$105.36

**Quote valid for 30 days.**

### Quote

Rentals payable in advance. Rental rates do not provide option to purchase and cover: Single shift 8 hours operation, Two shifts at 1.5 times one shift operation, Three shifts at 2 times one shift operation. Customer to pay all transportation charges. Rates subject to change without notice. Customer is responsible for theft of equipment. Keep it locked! Customer is responsible for checking water and oil daily. All damage to tires and tubes caused by blowout, bruises, cuts, road hazards and other causes inherent to use of equipment is the responsibility of the customer. We charge for time out - not time used. The California Vehicle Code requires a second rear view mirror to be located on the right hand side of the motor vehicle if the trailer or load obstructs the drivers view. Equipment that is self-propelled diesel 25 horse power and above that is considered Off-Road cannot idle for more than 5 consecutive minutes.

I have been given and understand written and/or oral operating and safety instructions. ( )

IF I DO NOT UNDERSTAND, OR FORGET THE SAFETY OR OPERATING INSTRUCTIONS I HAVE BEEN GIVEN, OR IF THE EQUIPMENT FAILS, I WILL NOT ATTEMPT TO OPERATE OR REPAIR IT. I WILL DISCONTINUE USE AND NOTIFY RENTAL CENTER IMMEDIATELY.

CUSTOMER IS RESPONSIBLE FOR RENT ON LOST, STOLEN OR DAMAGED ITEMS. UNTIL ITEMS ARE PAID FOR. THE CONDITIONS ON THE FRONT AND REVERSE OF THIS CONTRACT ARE PART OF SAID CONTRACT.

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

CITY OF OROVILLE PUBLIC WORKS



Sales:	\$2,739.36
Subtotal:	\$2,739.36
ico/Gridley Sales Tax:	\$197.55
<b>Total:</b>	<b>\$2,936.91</b>
Paid:	\$0.00
Amount Due:	\$2,936.91

1720 Nord Ave.  
Chicago, IL 60642  
(630) 231-0033  
www.guyrentals.com

Construction Solutions

(530) 876-8373  
SUSANVILLE  
1550 Chestnut St  
(530) 231-0033

Power Solutions

Lighting Solutions

Online Ordering

8321 Skyway  
(530) 876-0206

### Documentation

[MTX70HD-rev-0-manual](#) [MTX70HD-rev-0-spanish-manual](#)

### Related Media

[MTX-Series Rammers Soil Compaction Handbook](#)

### Related Products

[MTR40SF](#) [MTX60HD](#) [MTX60SD](#) [MTX70SD](#) [MTX80SD](#)

[Go Back](#)

# MTX70HD

Honda GX100 Engine, 3,350 lb impact force, 11.2 in shoe  
Multiquip's Mikasa MTX70HD is our most popular selling rammer – new and improved! This middle-weight compactor is ideal for confined area compaction and is exceptionally well balanced. Now with a redesigned fuel-tank that meets new EPA standards and features an integrated tachometer/hour meter.

MTX-Series rammers are renowned for performance and ease of operation. The MTX-Series includes the features most preferred by contractors such as:

- Cyclonic air cleaners that capture 98% of airborne dust particles
- Long-lasting laminated wood and steel shoe
- Low vibration handles for operator comfort
- Combination hour meter/tachometer
- Durable guards to protect the engine from damage
- Redesigned fuel tank to meet EPA standards for evaporative emissions



Like One person likes this.

Performance Data

Options

Unit Specifications

# RENTAL GUYS

1720 Nord Ave.  
Chico, CA 95926  
(530) 343-0218 phone

www.RENTALGUYS.com

**REDDING**  
4055 Eastside Rd.  
(530) 222-5000

**GRIDLEY**  
867 Hwy. 99  
(530) 846-5373

**RED BLUFF**  
1550 Chestnut St.  
(530) 627-4700

**SUSANVILLE**  
1550 Chestnut St.  
(530) 251-4033

**CHICO SERVICE CENTER**  
1720 Nord Ave.  
Chico, CA 95926  
(530) 343-0218 phone  
(530) 343-2272 fax

**PARADISE**  
8321 Skyway  
(530) 878-0206

Blows Per Min.	Up to 690*
Impact Force	3,350 lbf 1520 kgf
Shoe Jump Height	3.1 in 79 mm
Shoe Dimensions (LxW)	13.4 x 11.2 in 340 x 285 mm
Travel Speed Per Min.	55.8 ft 17 m
Fuel Tank Capacity	2.5 qt 2 L

### Dimensions & Weights

Overall Length	31.0 in 788 mm
Overall Width	13.8 in 350 mm
Overall Height	40.4 in 1027 mm
Operating Weight	165 lb 75 kg

### Engine Specifications

Engine Make/Model	Honda GX100
Start Method	Recoil
Engine Power	2.8 HP 2.1 kW
Engine RPM	4,100
Fuel Type	Gasoline

Notice: Features and equipment specifications are subject to change without notice.

## Visit our Service & Support Center for:

- **Documentation**
  - Operation and Parts Manuals
  - Technical Information (TI) Documents
  - Service Schematics & Diagrams
  - Emission Data Sheets
  - Service Bulletins
  - Service Manuals
- **Service & Support**
  - Field Service Contacts



SALES QUOTE

Equipment Rentals  
& Affiliates

318 Stealth Court Livermore, California 94551-1616  
Billing Inquiries: (925) 961-0130 FAX (925) 456-9827  
Customer Service: 1 (800) 649-6629

CUSTOMER: CITY OF OROVILLE  
1735 MONTGOMERY  
OROVILLE, CA 95966

P.O. #:  
ORDERED BY:  
JOB LOCATION: QUOTE  
JOB #:

Invoice#	Date
3940850-0000	8/27/15
Date and Time Out	By
8/27/15 10:43 AM	SHANE
Date and Time In	By
10:44 AM	
Phone#	Alt Phone/Cell
530-538-2410	
Account #	Fax#
80030	530-538-2525
Drivers Lic	Payment Method

SALES ITEMS		DESCRIPTION	UNIT	PRICE	DISC. %	DISC. \$	AMOUNT
QTY	ITEM NUMBER						
1.00	MTX-70HD	RAMMER, 4-CYCLE 11" SHOE 3350# RESALE	EA	2995.000			2995.00

TOTAL RENTAL AMOUNT	DELIVERY	PICK-UP	FUEL	TOTAL SALES ITEMS	SUB TOTAL	TAX	EQUIPMENT PROTECTION PLAN	MISC	LABOR/WEAR
				2995.00	2995.00	7.500 224.63			
<b>ESTIMATED CHARGES</b>									<b>3219.63</b>



**JEFF'S TRUCK SERVICE**  
 13514 HWY 99 NORTH  
 CHICO, CA 95973

*ENCLOSED TRAILER*

**ESTIMATE# 501549** Page: 1

Monday-Saturday 8a.m.-6p.m.

Web/eMail jtsf250@yahoo.com

Date 6 AUG 2015

(530) 895-8070 530 898-8711

Fax # 530 898-8711

Lic. BAR No. ARD 212556

WE ARE GOING GREEN! TO RECEIVE INVOICES BY FAX OR EMAIL, CALL US.

DEPT OF TOXIC SUBST EPA-CAL 000294775

<b>CITY OF OROVILLE</b> 1735 MONTGOMERY OROVILLE Home # (530) 538-2491 Work # (53) 053-0916 Cell # EMAIL: Sales:	CA 95966 Ext.	License 10501549 Vin Eng. Type Eng. No. Prod. Other, (CAP) Remarks/PO: Unit	Year 0 Make Model Miles/Km 279,424.0 Color/Doors Open Date 6 AUG 2015 10:09 Ready By: 6 AUG 2015
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Type	Description of Labor / Parts / Miscellaneous	Qty	Hours	Tech.	Each \$	Amount
Part:	7X14 - 7X14 CGR	1.00			\$ 4,405.00	\$ 4,405.00
Misc.:	DMV	1.00				\$ 40.00
Misc.:	TIRE TAX	1.00				\$ 7.00
<b>1 Group Sub Total</b>						<b>\$ 4,452.00</b>

Original Estimate: \$ 0.00 : \_\_\_\_\_ :  
 Revision #1 .00 Increase 0.00  
 I acknowledge notice and oral approval of an increase in the original estimated price  
 Revision #2 .00 Increase 0.00  
 Revision #3 .00 Increase 0.00

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways, or elsewhere for the purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. The company is not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, or any other cause beyond our control. By signing, I agree to the terms and conditions listed on both sides of this form. All sales are final on electrical and/or computer parts. A 15% restocking fee will be charged on all special orders. Freight is non-refundable, return shipping fees may apply.

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

Estimate Labor	\$ 0.00
Estimate Parts	\$ 4,405.00
Estim. Environm.	\$ 0.00
Shop Supplies	\$ 0.00
Est. Sub Total Charges	\$ 0.00
Estimate Sublet	\$ 47.00
Estimate Sales Tax	\$ 330.38

Payment 1: 0.00

Account # 147  
 Payment 2:

Key#  
 0.00

Estim. Before Sales Tax \$ 4,452.00

Thank You From: JEFF'S TRUCK SERVICE

**Total Estimate \$ 4,782.38**

**TrailersPlus Live Oak**

2240 Bishop Ave

Live Oak, CA 95953

Phone: 530-617-1419

Salesperson: Trenton Sellers

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

Customer: City of Oroville

Quote Number: 22530

Created On: 08-05-2015 10:25:44

**Patriot 7' Wide**

The Patriot model is a great entry level trailer, offering you the basic trailer needs. Available in 12', 14', and 16' lengths, this trailer will provide an economical alternative for mobile storage and the occasional light cargo transport.

**Standard Features**

- Spring suspension
- Electric Drum Brakes (all axles)
- Radius Roof
- 14" Bias Ply Tires
- .024 Aluminum Exterior
- 3/4" Exterior grade plywood floor
- Luan walls
- Surface mount tail lights
- Weather tight clearance lights
- 6" ATP stone guard
- Double rear door

**Quoted Model From: \$4549**

**Victory 7' Wide**

The Victory model is a great basic trailer, offering you the basic trailer needs. Available in 7' wide by 14' or 16' long provides an economical alternative for mobile storage and the occasional light cargo transport.

**Standard Features**

- Spring suspension
- Radius Roof - prevents leaks
- DuraFrame Construction
- Electric Drum Brakes (all axles)
- EZ Lube hubs with grease caps
- 14" Bias Ply Trailer Rated Tires
- .024 Aluminum Exterior
- 3/4" Exterior grade plywood floor
- Luan walls
- Surface mount tail lights
- Weather tight clearance lights
- 12" ATP stone guard
- Interior dome light
- Double rear door

**From: \$4869**

**LoadRunner 7' Wide**

When the job requires a little more muscle, our tandem axle trailers can deliver the goods. Whether you need them on the job or just for fun, these roomy, durable trailers have hundreds of uses. Available in 12', 14' or 16' lengths and a long list of standard features, these trailers are a bargain that's hard to beat.

**Standard Features**

- Spring suspension
- Radius Roof - prevents leaks
- DuraFrame Construction
- Electric Drum Brakes (all axles)
- EZ Lube hubs with grease caps
- .030 Aluminum Exterior
- 32" Camlock side door
- Protected undercarriage
- 3/4" Exterior grade plywood floor
- 3/8" plywood walls
- LED tail lights
- Weather tight clearance lights
- 16" ATP stone guard
- (2) Rear stabilizer jack
- Aero flow vents
- Dome light
- Double rear door

**From: \$5729**

**Pro-Series 7' Wide**

When it's time to get the job done, this is the trailer built to do it. Rugged yet easy to haul, these tandem axle Cargos handle heavier loads with ease. They feature a full width flat floor area with no interior wheel wells, which means more room for tools, lumber or whatever you're carrying.

**Standard Features**

- Rubber ride torsion axle
- Radius Roof - prevents leaks
- 8" I-Beam Frame
- DuraFrame Construction
- Electric Drum Brakes (all axles)
- EZ lube hubs with grease caps
- 15" Radial tires
- Full depth Z-channel frame cross members
- .030 Aluminum Exterior
- Protected undercarriage
- 3/4" Exterior grade plywood floor
- 3/8" Plywood walls
- LED tail lights
- LED clearance lights
- Double rear door

**From: \$6969**

**CO7X14CGRECBNP7K-CHARCOAL GRAY**

**7X14 Cargo, Bull nose, Flat roof, 16" OC walls, Ramp Door, Charcoal Gray**

**VIN: 4YMCL1425FR002074**

**Located In: Live Oak, CA**

Additional Options:

**MSRP:**

**\$7430**

PartNumber	QTY	Description	Units	Extended
CO7X14CGRECBNP7K-CHARCOAL GRAY	1.00	7X14 Cargo, Bull nose, Flat roof, 16" OC walls, Ramp Door, Charcoal Gray VIN:4YMCL1425FR002074	EACH	\$5310.00
DISCOUNT	1.00	Dealer Discount Pre-approved	EACH	-\$671.00
	1.00	DISCOUNTED TRAILER PRICE		\$4639.00
<b>Total:</b>				<b>\$4639.00</b>

**Payments as low as \$109.10 Per Month\***

\* For well qualified applicants. On Approved Credit, 6.99% APR, 48 Month term. Excludes tax, tag, title and doc fees and any accessories not listed on this quote. Quotes valid for 2 days and subject to prior sale. Quotes are valid for the specific trailer identified by the VIN number. Quotes may not include any applicable taxes, documentation or title fees, tire fees and or any other recommended accessories. Starting prices are based on lowest cash prices of comparable trailers in district.

# Chico Truck & R.V.

Estimate For Repairs

5 Three Sevens Lane \* Chico, CA 95973 \* 530-891-9225

Date: 08/06/2015

Estimate # 1260

CITY OF OROVILLE  
1735 MONTGOMERY STREET  
OROVILLE, CA 95965

Vin # :  
Yr/Make : 2016 CARGO MATE  
Model : 7X14 CARGO  
Plate :  
Miles :

Motor Hours :  
Writer : DAN  
Date : 08/06/2015  
Motor :  
Unit # :

538-2468 FX Ext:

Work To Be Performed  
TRAILER SALE

Quantity	Part Number	Description	Parts	Labor
1	BL 7X14	14 CARGO	\$4,888.00	
1	DOC	DOC FEE	\$45.00	\$0.00
		***** THERE IS NO "COOLING OFF" PERIOD ***** CALIFORNIA LAW DOES NOT PROVIDE FOR A "COOLING OFF" OR CANCELLATION PERIOD FOR VEHICLE SALES. THEREFORE, YOU CANNOT LATER CANCEL YOUR CONTRACT SIMPLY BECAUSE YOU CHANGE YOUR MIND, DECIDE THE VEHICLE COSTS TOO MUCH, OR WISH YOU HAD ACQUIRED A DIFFERENT VEHICLE. AFTER YOU SIGN YOUR CONTRACT, YOU MAY ONLY CANCEL WITH THE AGREEMENT OF THE SELLER, OR FOR LEGAL CAUSE, SUCH AS FRAUD.  CUSTOMER IS RESPONSIBLE FOR WHEEL NUT TORQUE AFTER THE FIRST 50 MILES		
		7X14 CARGO MATE BLAZER 7000 LB CAPACITY WHITE RAMP DOOR REAR 32" SIDE DOOR SPARE TIRE		\$0.00

90 DAY WARRANTY ON ALL PARTS AND LABOR UNLESS OTHERWISE SPECIFIED.

Estimates are an approximation of charges, and based on work to be performed. It's possible that complications could occur and cause some deviation from the initial estimate. All parts are new unless otherwise specified

I hereby authorize you to perform the above repair work including necessary parts and materials set forth. Additional labor, parts or materials may be required to repair the vehicle, and further such repairs shall not be performed without attempting to contact you promptly. You and your employees are authorized to operate the vehicle on streets, highways or elsewhere at my risk for the purpose of test inspection and delivery. It is understood and agreed the repair facility is not responsible for any loss or damage to vehicle.

Authorization X

Labor	\$0.00
Parts	\$4,933.00
	\$0.00
	\$0.00
Towing	\$0.00
Sublet	\$20.00
Sales Tax	\$369.98
Shop Charge	\$0.00
F.E.T.	\$8.75
Inspection	\$0.00
<b>Est. Total</b>	<b>\$5,331.73</b>

# CALIFORNIA SERVICE TOOL

LATERAL CAMERA

## Quotation

855 NATIONAL DRIVE, STE 101  
SACRAMENTO, CA 95834  
916-925-3884 Fax 916-925-0247

QUOTE DATE	QUOTE NUMBER
08/10/15	S3642186
ORDER TO:	PAGE NO
CALIFORNIA SERVICE TOOL, INC. 855 NATIONAL DRIVE, STE 101 SACRAMENTO, CA 95834 916-925-3884 Fax 916-925-0247	1

QUOTE TO:  
CITY OF OROVILLE  
1735 MONTGOMERY STREET  
OROVILLE, CA 95965

SHIP TO:  
CITY OF OROVILLE  
1735 MONTGOMERY STREET  
OROVILLE, CA 95965

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
42853	SEE SNAKE		HOUSE4	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
Porter, Shaw	BID	NET 30 DAYS	08/10/15	No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	NET AMOUNT
1ea	7545671	RIDGID 35183 MICROREEL L100C SS SONDE COUNTER 100FT - Above not returnable w/o RGA -	2949.000	2949.00
1ea	7500162	RIDGID 45163 CS6PAK MONITOR W/2 BATTERIES AND CHARGER - Above not returnable w/o RGA - TAXES NOT INCLUDED	2195.000	2195.00

THIS IS A QUOTATION  
Prices are firm for 30 days. Products containing materials which fluctuate  
with the market are subject to change without notice.  
APPLICABLE TAXES EXTRA!

Subtotal	5144.00
S&H CHGS	0.00
Amount Due	5144.00



# QUOTE

999 GOODALE BLVD. COLUMBUS, OH 43212  
 614-481-2111 (fax) 614-481-2112

<b>Quote</b>	QTE000009179
<b>Date</b>	08/10/2015
<b>Page</b>	1

**BILL TO:**

CITY OF ORVILLE
CODY 1735 MONTGOMERY ST. ORVILLE, CA 95965

nissenc@cityoforoville.org

(530) 693-0594

Fax

**SHIP TO:** 009725

CITY OF OROVILLE
CODY 1735 MONTGOMERY ST. ORVILLE, CA 95965

nissenc@cityoforoville.org

(530) 693-0594

Fax

Purchase Order No.	Customer ID	Shipping Method	Payment Terms	Salesperson ID	Prev Doc No.
	009725	**UPS GROUND	CREDITCARD	IAN	

L/N	Quantity	UoM	Item Number	Description	Bin	Price	Ext. Price
1	1	EACH	RD35183	REEL, MICROREEL L100C 115VSS	49H	\$3,213.33	\$3,213.33
2	1	EACH	RD45163	KIT, CS6PAK 115 W/2B&C + LIO		\$2,374.38	\$2,374.38

<b>Subtotal</b>	\$5,587.71
<b>Tax</b>	\$0.00
<b>Freight</b>	\$42.15
<b>Total</b>	\$5,629.86

QUOTE ONLY - DO NOT PAY  
 STANDARD PLUMBING SUPPLY CO.  
 105 NORTHGATE DRIVE  
 MANTECA, CA 95336  
 MANTECA (209)824-6963

NO. 571267

Page 1

08/10/15

A family of companies founded on service

Shsameo:  
 MANTECA CONTRACTORS PRICE

Bill-to: LM1  
 MANTECA CONTRACTORS PRICE

REFERENCE # : EXPIRES : SLSP : TERMS : WH : FREIGHT : SHIP VIA  
 : 08/10/15 : 0 DEP : CASH : LM : PREPAID : WILL CALL

QUOTED BY: GEP QUOTED TO:

ITEM	DESCRIPTION	ORDERED	UM	PRICE	UM	EXTENSION
35183	MICROREEL L100C 115VSS	1	EA	3340.00	EA	3340.00
45163	45163 MONITOR	1	EA	2468.00	EA	2468.00

MERCHANDISE:	MISC:	TAX:	FREIGHT:	TOTAL:
5808.00	.00	493.68		6301.68

\*Quote Only - Do Not Pay\* \*Quote Only - Do Not Pay\*

Quote Only - Ask for an invoice



**INTERSTATE SALES**

12600 LOCKSLEY LANE #200  
AUBURN, CA 95602

PH: 1-800-237-7245 FAX: 530-823-0994

ARROW BOARD

**QUOTE**

Customer No.: 593

Quote No.: 9258

Net 30

Quote To: **OROVILLE, CITY OF**  
ACCTS PAYABLE  
1735 MONTGOMERY ST  
OROVILLE, CA 95965

Ship To: **OROVILLE, CITY OF**  
CALL B/4 CLOSED GATE  
1275 MITCHELL AVE  
OROVILLE, CA 95965

<b>Date</b> 08/10/15	<b>Ship Via</b> OUR TRUCK - O/C	<b>F.O.B.</b> Destination	<b>Terms</b> Net 30
		<b>Sales Person</b> COURTNEY PORTLOCK	<b>Quote Expiration</b> 09/09/15

Quantity	Item Number	Description	Unit Price	Amount
1.000 EA	71-0001	ARROWBOARD WANCO TRAILER MOUNT	4195.0000	4195.00
Quote subtotal				4195.00
Sales tax @ 7.500%				314.63
Quote total				4509.63

ALL UNDAMAGED, STOCK ITEMS RETURNED ARE SUBJECT TO A 15% RE-STOCKING FEE

Thank You



STATEWIDE REDDING  
 6479 EASTSIDE ROAD  
 REDDING, CA 96001-9305

**Sales Quotation**

QUOTE #	08000210
LOCATION	08
DATE	03/18/15
PAGE	1 of 1

**BILL TO**

S1134901  
 CITY OF OROVILLE  
 1735 MONTGOMERY ST  
 OROVILLE, CA 95965

**SHIP TO**

CITY OF OROVILLE / YARD  
 1735 MONTGOMERY ST  
 OROVILLE, CA 95965

QUOTE DATE 03/18/15	EXPIRE DATE 04/17/15	REQUIRED DATE	REFERENCE NUMBER	PAYMENT TERMS NET 30
WRITTEN BY Jason Milligan		CONTACT IRENE SHAW		SHIP VIA OUR TRUCK
FREIGHT TERMS PREPAID		JOB NUMBER 998		SALES REP JASON MILLIGAN

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
---------------------	----------	-------	-----	-----------

*SO WANCO "WECO" ARROW BOARD TRAILER DELIVERED!	1	4205.880	EA	4,205.88
--	---	----------	----	----------

FOR MORE INFORMATION PLEASE  
 CONTACT JASON MILLIGAN:

530-949-5990  
 jmilligan@stssi.com

MERCHANDISE TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
4,205.88	0.00	0.00	315.44	0.00	4,521.32

Accepted:

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

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



**First Vanguard Rentals & Sales, Inc.**

**408 Union Ave  
Suite A  
Fairfield, CA 94533**

DVBE/SBE #1769627

Estimate

Date	Estimate #
8/10/2015	2043

<b>Name / Address</b>
City of Oroville Public Works Department City of Oroville 1735 Montgomery Street Oroville, Ca 95965

<b>Ship To</b>
City of Oroville Public Works Department City of Oroville 1735 Montgomery Street Oroville, CA 95965

Description	Terms	Expires	Rep	Project
	Qty	U/M	Rate	Total
Wanco WTSP-55, 25 Light Arrow Board	1	ea	4,175.00	4,175.00T
Freight to CA and Delivery to Corporate Yard	1		150.00	150.00

Quote valid for 30 days.			<b>Subtotal</b>	\$4,325.00
Signature _____			<b>Sales Tax (7.5%)</b>	\$313.13
Please add a 2% fee to the Subtotal if paying with Credit Card			<b>Total</b>	\$4,638.13
<b>Phone #</b>	<b>Fax #</b>	<b>E-mail</b>	<b>Web Site</b>	
707-673-2165	707-673-2789	admin@1stvg.com	www.1stvg.com	

# LARGE DIAMETER ROOT CUTTER



**NozzTeq®**  
Taking Science To The Sewer®

## Estimate

1949 Calumet St.  
Clearwater, FL 33765

E-mail

info@nozzteq.com

Date	Estimate #
8/4/2015	NTQ-7239

Phone # 866-620-5915

Fax # 603-413-6744

Web Site

www.NozzTeq.com

<b>Name / Address</b>
City of Oroville, CA 1735 Montgomery Street Orville, CA 95965-4820

<b>Terms</b>	<b>Rep</b>	<b>Project</b>
NET 30	NTQ	

Item	Description	Qty	Rate	Total
LJ300C	Lumberjack® 300 Series 12", 15", 18", 21", 24" & 27" High Speed/Low Torque Multi-Purpose Cutter (Min Oper. 50 GPM) Includes The Below Items (Other Sizes available are 8", 9", 10", 12", 16", 20", 30" & 36")	1	15,544.00	15,544.00
2-2206-20	Lumberjack® 300 Series Diffuser Ceramic M6 2.0mm Jet (Installed On Diffuser!)	6	0.00	0.00
LJ300CC12	Lumberjack® 300 Series 12" Cutting Chain (3 1/2 Link)	5	0.00	0.00
LJ30012S	Lumberjack® 300 Series 12" Hardened Steel Fixed Sled	1	0.00	0.00
LJ300CC15	Lumberjack® 300 Series 15" Cutting Chain (5 1/2 Link)	5	0.00	0.00
LJ30015S	Lumberjack® 300 Series 15" Hardened Steel Fixed Sled	1	0.00	0.00
LJ300CC18	Lumberjack® 300 Series 18" Cutting Chain (6 Link)	5	0.00	0.00
LJ30018S	Lumberjack® 300 Series 18" Hardened Steel Fixed Sled	1	0.00	0.00
LJ300CC20	Lumberjack® 300 Series 20 & 21" Cutting Chain (7 1/2 Link)	5	0.00	0.00
LJ30021S	Lumberjack® 300 Series 21" Hardened Steel Fixed Sled	1	0.00	0.00
LJ300KB	Lumberjack® 300 Series Standard Front Cutting Blade.	1	0.00	0.00
LJ300SP21	Lumberjack® 300 Series Thruster Jets Installed	1	0.00	0.00
JNJ23_CRM	NozzTeq® Inc J2.30 mm Ceramic and Stainless Steel Jet	3	0.00	0.00
JNA100	1 1/4" X 1" STAINLESS Steel Bushing	1	0.00	0.00
LJ300SPW	Lumberjack® 300 Series Spanner Wrench (For Thruster)	1	0.00	0.00
ToolAK-8	Lumberjack® 300 Series 8mm Allen Key Long Arm	1	0.00	0.00
ToolWR-17	Lumberjack® 300 Series 17mm Combo Wrench	1	0.00	0.00
ToolCWB-1	Lumberjack® 300 Series Custom Made Wooden Storage Compartment.	1	0.00	0.00
LJ300SLDKT	Lumberjack® 300 Series New Style Sled Kit W/Wheels 24" & 27".	1	3,999.00	3,999.00

Quote is good for 30 days. Thank you for your consideration!

**Subtotal**

**Sales Tax (0.0%)**

**Total**



**NozzTeq®**  
Taking Science To The Sewer®

# Estimate

1949 Calumet St.  
Clearwater, FL 33765

E-mail

info@nozzteq.com

Date	Estimate #
8/4/2015	NTQ-7239

Phone # 866-620-5915  
Fax # 603-413-6744

Web Site

www.NozzTeq.com

<b>Name / Address</b>
City of Oroville, CA 1735 Montgomery Street Orville, CA 95965-4820

<b>Terms</b>	<b>Rep</b>	<b>Project</b>
NET 30	NTQ	

Item	Description	Qty	Rate	Total
CLRLR	Lumberjack® 300 Series New Style Long Runner for 24" & Up.	4	0.00	0.00
CLR300	Lumberjack® 300 Series Adjustable Collar.	2	0.00	0.00
DP24	Lumberjack® 24" Distance Plate	8	0.00	0.00
LJ300CC16	Lumberjack® 300 Series 16" chain (4 Link)	5	0.00	0.00
EP16	Lumberjack® 300 Series 16" Expander Plate/ 3/4" aluminum.	1	0.00	0.00
DP27	Lumberjack® 27" Distance Plate (USE 5.5 LINK CHAIN WITH THE 16" EXPANDER PLATE)	8	0.00	0.00
LJ300SP13S-EXT	Lumberjack® 300 Series STAINLESS Steel Feed Tube Extension (Use with Special Sled Set up)	1	0.00	0.00
RW-70G	PAIKERT™/INTRUDER Running Wheels (2.75")(70 mm)(Hardened & Metal Roller Bearing!)	8	0.00	0.00
	Total List Price excluding shipping or sales tax charges.			19,543.00
15% Discount Note	Fifteen Percent Discount		-15.00%	-2,931.45
	Included In Purchase is 1 Year Replacement Guarantee of the Bearings. Approx Life Span on Lumberjack is 7-15 Years Depending Upon Usage and Proper Rebuilds.	1	0.00	0.00
	NozzTeq List Price Total.			0.00
Shipping	Shipping, Handling, Packaging and Insurance. (TRUCK ESTIMATE)	1	250.00	250.00
SRMA	All Sales Are Final and there is Strict No Return Policy.		0.00	0.00
STX	Sales tax will be added only for our Florida Customers or if you pick up in Florida, unless you have exempt status. All other customers out of the state of Florida are responsible to report your your local sales tax authority.		0.00	0.00

Quote is good for 30 days. Thank you for your consideration!

**Subtotal**

**Sales Tax (0.0%)**

**Total**



**NozzTeq**<sup>®</sup>  
Taking Science To The Sewer<sup>®</sup>

# Estimate

1949 Calumet St.  
Clearwater, FL 33765

E-mail

info@nozzteq.com

Date	Estimate #
8/4/2015	NTQ-7239

Phone # 866-620-5915

Fax # 603-413-6744

Web Site

www.NozzTeq.com

<b>Name / Address</b>
City of Oroville, CA 1735 Montgomery Street Orville, CA 95965-4820

<b>Terms</b>	<b>Rep</b>	<b>Project</b>
NET 30	NTQ	

Item	Description	Qty	Rate	Total
SINT	Interest of 1.5% per month is due if payment is not received by the due date and or terms of the invoice. Invoices Past Due 30 days may be liable for additional charges and cost of collection. All invoices past due 90 days will be forwarded to Collection agency of our choice unless other provisions are made prior to the 90 days.		0.00	0.00

Quote is good for 30 days. Thank you for your consideration!

**Subtotal** \$16,861.55

**Sales Tax (0.0%)** \$0.00

**Total** \$16,861.55

# 3,000 WATT GENERATOR

## Oroville Power Equipment

3163 Olive Highway  
Oroville, CA 95966  
Phone: 530-534-3120  
Fax: 530-534-3124

**Quote #: 0001325**

Created: 08/10/2015

Printed: 08/10/2015

PO No:

### Bill To:

CITY OF OROVILLE (N30)  
1735 MONTGOMERY ST  
OROVILLE, CA 95965  
(530) 693-1312

Item		Retail	Discount	Extended	Qty	Line Total	Tax
EU3000ISAC	3000watt, E/S HONDA QUIET INVERTER	\$2,329.95	20.00%	\$1,863.96	1.0	\$1,863.96	ST13
Service				Extended	Qty	Line Total	Tax

### Additional Notes

+ Sale Total: \$1,863.96  
+ Service Total: \$0.00  
= Sub Total: \$1,863.96  
+ Tax: \$139.80  
= Grand Total: \$2,003.76

**"IT'S ALWAYS BETTER FROM OROVILLE POWER EQUIPMENT"**

**THANK YOU FOR YOUR BUSINESS, HAVE A GREAT DAY**

# Industrial Power Products

355 E. Park Avenue

Chico, CA 95928

Phone: (530) 893-0584 Fax: (530) 893-3151

**Pending**

**208982**

2013 LINCOLN BLVD. OROVILLE, CA 95969 PHONE: (530) 532-0410  
901 W. ONSTOTT, YUBA CITY, CA 95993 PHONE: (530) 671-0225

Bill To			Ship To		
CITY OF OROVILLE 1735 MONTGOMERY ST. ACCOUNTS PAYABLE OROVILLE, CA 95965					
Contact	Customer Tax Number	Phone	Alt Phone	PO Number	Transaction
2491= shop	94-6000387	(530) 538-2401	(530) 538-2491		Estimate
Counter Person	Sales Person	Estimate Date	Reference	Department	
Daniel Lucas	Daniel Lucas	08/06/15	208982	Counter Sales	

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
EU3000IS1A	HONW	3000W GENERATOR	1		1	\$2,329.00	\$1,999.99	\$1,999.99

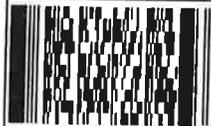
Invoice Total \$1,999.99

Sales Tax \$150.00

Grand Total \$2,149.99

This Estimate is good for 30 days

Notes:



Customer acknowledges receipt thereof.

# GRIDLEY HONDA

700 HAZEL ST.  
P.O. BOX 946  
GRIDLEY, CA 95948  
530-846-5666

## Sales Deal Summary

Deal Number:  
Date: 8/5/2015  
Delivery Date: 8/5/2015  
Finalized Date:  
First Payment Due: 9/4/2015

**Customer:**  
CITY OF OROVILLE

<b>Major Units</b>	Stock #	Year	Make	Model	Model Name	VIN
	624156	2015	HONDA	EU30001S1A	EU30001S1A	EZGF-1624156

### Major Units

Unit Price	\$1,849.00
Freight	\$0.00
Handling	\$0.00
<b>Total Unit</b>	<b>\$1,849.00</b>
Parts and Accessories	\$0.00
Installation	\$0.00
<b>Total Parts and Install</b>	<b>\$0.00</b>
Tire Tax	\$0.00
Rebates	\$0.00
Western Service	\$0.00
Honda Protection Pla	\$0.00
Bonus Bucks	\$0.00
Registration Fee	\$0.00
<b>Total Dealer Defined</b>	<b>\$0.00</b>

### Fees & Insurance

Vehicle Tax	\$0.00
Sales Tax	\$138.68
Doc Fees	\$0.00
License Fees	\$0.00
<b>Total Fees</b>	<b>\$138.68</b>
Service Contract	\$0.00
Prop / Liab Insurance	\$0.00
Credit Life	\$0.00
Accident / Health	\$0.00
Total Insurance Taxes	\$0.00
<b>Total Insurance</b>	<b>\$0.00</b>
<b>Total Dealer Defined</b>	<b>\$0.00</b>

### Down Payment

Total Previous Payments	\$0.00
Additional Pmt Today	\$0.00
Deferred Payment	\$0.00
Financing	\$0.00
Manuf to Cust Rebate	\$0.00
<b>Total Down Payment</b>	<b>\$0.00</b>
Trade Allowance	\$0.00
Less Trade Payoff	\$0.00
<b>Trade Equity</b>	<b>\$0.00</b>

### Financing

Total Price	\$1,987.68	Term	1
Less Down	\$0.00	APR	0.000%
<b>Amount Financed</b>	<b>\$1,987.68</b>	Add-on	0.0%
Finance Charge	\$0.00	Extra	0.0%
Total of Payments	\$1,987.68	<b>Monthly Payment</b>	<b>\$1,987.68</b>

*Done*





# QUOTE

Notice of Cancellation (see Exhibit A) may be sent to this address:

HOME DEPOT U.S.A., INC.

Store 8975 OROVILLE

2150 3RD STREET

OROVILLE, CA 95965

Phone: (530) 538-0521

Salesperson: SD02MR

Reviewer:

## QUOTE

<b>SOLD TO</b>	Name		Home Phone	
	<b>NISSEN CODY</b>		<b>(530) 693-2742</b>	
	Address PO BOX 206		Work Phone (530) 538-5490	
			Company Name CITY OF OROVILLE	
	City OROVILLE		Job Description WASHER & DRYER	
State CA		Zip 95965	County BUTTE	

2015-09-01 09:28

Prices Valid Thru: 09/08/2015

<b>HOME DEPOT DELIVERY #1</b>		<b>MERCHANDISE AND SERVICE SUMMARY</b>			We reserve the right to limit the quantities of merchandise sold to customers		
		REF # V04					
<b>STOCK MERCHANDISE TO BE DELIVERED:</b>							
REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
R02	1001-256-060	1.00	EA	WTW7300DW /	A Y	\$799.00	\$799.00
R03	1001-256-065	1.00	EA	WED7300DW /	A Y	\$799.00	\$799.00
<b>MERCHANDISE TOTAL:</b>							<b>\$1,598.00</b>
<b>DELIVERY INFORMATION:</b>		SCHEDULED DELIVERY DATE: Will be scheduled upon arrival of all S/O Merchandise				SCHEDULED DELIVERY	
		TIME: Will be scheduled upon arrival of all S/O Merchandise					
V04	0000-515-663	1.00	EA	Curbside Delivery	Y	\$0.00	\$0.00
<b>DELIVERY SERVICE SUBTOTAL:</b>							<b>\$0.00</b>
<b>THE PCC WILL DELIVER MDSE TO:</b>		NISSEN, CODY					
<b>ADDRESS:</b>		1275 mitchell ave		<b>CITY:</b> OROVILLE			
<b>STATE:</b> CA		<b>ZIP:</b> 95965		<b>COUNTY:</b> BUTTE		<b>SALES TAX RATE:</b> 7.500	
<b>PHONE:</b> (530) 693-2742		<b>ALTERNATE PHONE:</b> (530) 538-5490					
<b>MDSE &amp; DELIVERY TOTALS:</b>							<b>\$1,598.00</b>
*** CONTINUED ON NEXT PAGE ***							

NOT VALID FOR MERCHANDISE CARRY-OUT

**HOME DEPOT DELIVERY #1**

(Continued)

REF #V04

DRIVER SPECIAL INSTRUCTIONS:

END OF HOME DEPOT DELIVERY - REF #V04

**TOTAL CHARGES OF ALL MERCHANDISE & SERVICES**

Policy Id (PI):

A: 90 DAYS DEFAULT POLICY.....;

*'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'*

<b>ORDER TOTAL</b>	\$1,598.00
<b>SALES TAX</b>	\$119.85
<b>TOTAL</b>	\$1,717.85
<b>BALANCE DUE</b>	\$1,717.85

END OF ORDER No. 8975-128022

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: GOFF RESIDENCE DRAINAGE PROJECT**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider providing direction to staff in regards to the Goff Residence Drainage Project (Project) located at 2917 and 2923 Yard Street.

**BACKGROUND**

During a construction project of a permitted detached garage, a structure was constructed between the newly constructed buildings, located at 2917 Yard Street. The existing garage located at 2923 Yard Street was filled in with a concrete finished surface that was initially required by the City's Building Inspector. With the placement of the new concrete finished surface, the water has been channeling into the existing garage (2923 Yard St.) resulting in moisture issues. This proposed project is to provide drainage between the two (2) structures that would be equal to or a better drainage system between the two (2) structures and other surrounding properties.

Staff believes that this project will eliminate the water intrusion issue. Staff issued a Request for Bids on October 2, 2015, and walked the Project with each contractor. Two bids were received by the bid closing date of November 2, 2015, with the bid results summarized as follows:

<b>BID OPENING SUMMARY GOFF RESIDENCE</b>	
<b>Bidder Name</b>	<b>Total Base Bid</b>
Better Builders Construction, Inc.	\$2,250
R.D. Prater Construction Co. Inc.	\$3,256

The low bidder for the Project is Better Builders Construction, Inc., Oroville, CA. Staff has reviewed the prices in the bid schedule and determined that the bid prices are reasonable and competitive.

CG-14

Staff's recommendations for the Project are as follows:

- Award a contract for the Project to Better Builders Construction, Inc. in the amount of \$2,250.
- Authorize a 10% contract contingency of \$225 to only be used for unanticipated and legitimate change orders.

### **FISCAL IMPACT**

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

001-7000-2990 (Building Division – Outside Services)

### **RECOMMENDATIONS**

Provide direction, as necessary.

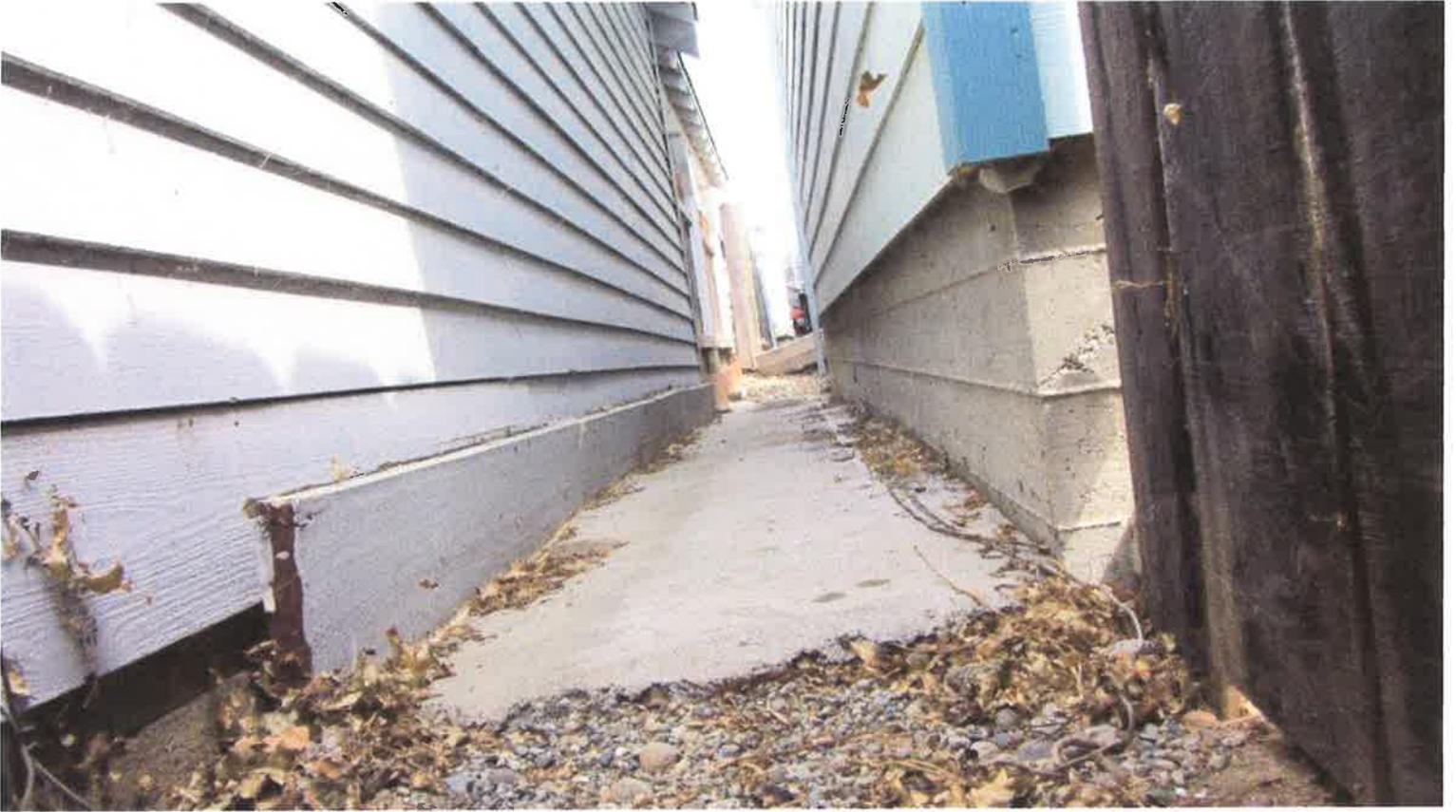
### **ATTACHMENTS**

Exhibit A – Photos of the existing concrete area of proposed project.

Exhibit B – Proposal from Better Builders Construction, Inc.

Exhibit C – Proposal from R.D. Prater Construction Co. Inc.

**EXHIBIT A**



**BETTER BUILDERS CONSTRUCTION, INC.**

John J. Starr, License No. 323225  
5263 Royal Oaks Dr., Oroville, CA 95966  
Phone (530) 589-2574 Fax (530) 589-2942

**CONSTRUCTION CONTRACT**

**YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT,  
SIGNED BY BOTH YOU AND THE CONTRACTOR, BEFORE ANY WORK MAY BE  
STARTED.**

**Date:** October 21, 2015  
**Proposal Submitted To:** City of Oroville  
**Street:** 2055 Lincoln Blvd.  
**City, State, Zip:** Oroville, CA. 95966

**DESCRIPTION OF PROJECT**

We will furnish all labor, materials, and equipment to complete in a good and workmanlike manner the following: Alleviate water drainage at 2923 Yard Street and 2917 Yard Street.

The materials and equipment to be used in the construction of the Project are described more fully in the specifications prepared by Better Builders Construction. By this reference, those specifications are incorporated in and made part of this contract.

**Description of Materials and Equipment include:**

- Remove and haul away existing concrete and dirt behind garage located at 2923 Yard Street
- Dig trench approximately 40' long 18" wide and 12" deep between garages at 2923 and 2917 Yard Street
- Stop ditch 12" back from 4 intersecting property corners, allowing water to take a natural course.
- Fill trench with pea gravel to level of existing pea gravel at 2923 Yard Street

*PLEASE SEE EXHIBIT A attached herein showing subject properties. Being that this is said to be an extremely wet year, Better Builders Construction, Inc will attempt to collect signatures from property owners at 2917 and 2923 Yard Street and 2916 and 2930 Gawthorne releasing liability of Better Builders Construction, Inc. for work being done. Should property owners refuse to sign, and City wishes to continue with work, Better Builders Construction, Inc. shall not be held liable for any future drainage issues at any of said properties.*

**CONTRACT PRICE**

**WE PROPOSE hereby to furnish labor and material for the amount of:.....\$2,250.00**

**FINANCE CHARGE**

If payment is not received when due, a finance charge of 1½% per month, 18% per year will be charged.

**SCHEDULE OF PAYMENTS**

**Payment to be made as follows (or as per funding bank payment schedule):**  
**100%** At completion

**START AND COMPLETION OF WORK**

The work to be performed under this contract shall be scheduled when any required building permits and signatures are received and a signed contract is received by Contractor.

## CONSUMER NOTICES

1. **Note about Extra Work and Change Orders:** Extra work and change orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. Any deviation from above will require written acceptance from both contractor and owner. The cost of the change will be invoiced at cost plus 20% or as agreed to on a signed change order.
2. **Commercial General Liability Insurance (CGL):** Better Builders Construction, Inc. carries commercial general liability insurance.
3. **Workers' Compensation Insurance:** Better Builders Inc carries workers' compensation insurance for all employees.
4. Contractor is not required to perform additional work or changes without written approval in a "Change Order" before any of the new work is started. Extra work or a change order is not enforceable against a buyer unless the change order also identifies all of the following in writing prior to the commencement of any work covered by the new change order: (i) the scope of work encompassed by the order. (ii) the amount to be added or subtracted from the contract. (iii) the effect the order will make in the progress payments or the completion date. Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.
5. **Mechanics Lien Warning:** Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder. Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit. To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a "20 day Preliminary Notice". This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid. Be careful. The preliminary notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property. **Protecting Yourself from Liens.** You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. The wait 20 days, paying attention to the Preliminary Notices you receive.
6. **INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD (CSLB):** CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB for information about the licensed contractor you are considering including information about disclosable complaints, disciplinary actions and civil judgments that are reported to CSLB. Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees. For more information visit CSLB's website at [www.cslb.ca.gov](http://www.cslb.ca.gov), call CSLB at 1800-321-2752 or write CSLB at P.O. Box 26000, Sacramento, CA 95826.
7. **THREE DAY RIGHT TO CANCEL:** You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you received a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice. If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods

keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

The law requires that the contractor give you a notice explaining your right to cancel. Initial the check box if the contractor has given you a 'Notice of the Three-Day Right to Cancel.

8. This price is good for 15 days. Projects started after the 15 days are subject to cost adjustments.

**ACCEPTANCE OF THIS PROPOSAL:** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_



\_\_\_\_\_  
John Stark, President, Better Builders Construction, Inc.

\_\_\_\_\_  
Don Rust, Director of Planning, City of Oroville

\_\_\_\_\_  
Linda Dahlmeier, Mayor, City of Oroville

**R.D. PRATER  
CONSTRUCTION CO. INC.**  
Lic.#442145

6129 Power House Hill Road, Oroville CA, 95965

# PROPOSAL

PROPERTY LINES: Owner shall locate and point out property lines to contractor. Contractor may at his option, require owner to provide a licensed land surveyor's map of property.

Submitted To: City Of Oroville, Attn.: Gary Layman  
1735 Montgomery St.  
Oroville, CA. 95966 11/2/2015

JOB NAME / NUMBER <b>Yard St. Repair</b>	JOB PHONE
JOB LOCATION 2917 Yard Street Oroville, CA.	
ARCHITECT n/a	DATE OF PLANS n/a
STARTING DATE	COMPLETION DATE (Approximate)

We hereby submit specifications and estimates for:

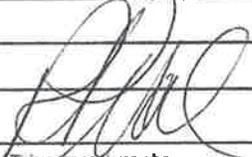
1. Demo and remove from site existing concrete between the two garages at 2917 Yard St. Oroville, CA. and next door.
2. Dig a 12"x12" trench on the property line between the two garages and remove the soil from site, fill trench with 3/8" pea gravel.

**Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar of the Board, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.**

**"NOTICE TO OWNER" ( Section 7018.5 Contractors License Law) READ & ACKNOWLEDGE ON BACK**

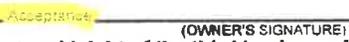
~~We Propose~~ hereby to furnish material and labor - complete in accordance with above specifications for the sum of: **THREE THOUSAND TWO HUNDRED FIFTY SIX and 00/100** dollars (\$ **3,256.00** ).  
Payment to be made as follows: **100% upon completion**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature   
Note: This proposal may be withdrawn by us if not accepted within **30** days.

**Acceptance of Proposal** - The above prices specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this proposal is accepted in writing.

**Failure by the Contractor without lawful excuse to substantially commence work within twenty (20) days from the approximate date specified in this contract when the work will begin is a violation of the Contractors' License Law.**

Authorized Signature  Date **11/2/15** Acceptance  Date \_\_\_\_\_  
(OWNER'S SIGNATURE)

**You, the Buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the Notice of Cancellation form (reverse side) for an explanation of this right.**

# CONTRACTORS LICENSE LAW

(1.) A contractor shall provide in a document provided prior to entering into a contract to perform work on residential property with four or fewer units the following notice:

**"STATE LAW REQUIRES ANYONE WHO CONTRACTS TO DO CONSTRUCTION WORK TO BE LICENSED BY THE CONTRACTOR'S STATE LICENSE BOARD IN THE LICENSE CATEGORY IN WHICH THE CONTRACTOR IS GOING TO BE WORKING - IF THE TOTAL PRICE OF THE JOB IS \$300 OR MORE (INCLUDING LABOR AND MATERIALS).**

**LICENSED CONTRACTORS ARE REGULATED BY LAWS DESIGNED TO PROTECT THE PUBLIC. IF YOU CONTRACT WITH SOMEONE WHO DOES NOT HAVE A LICENSE, THE CONTRACTOR'S STATE LICENSE BOARD MAY BE UNABLE TO ASSIST YOU WITH A COMPLAINT. YOUR ONLY REMEDY AGAINST AN UNLICENSED CONTRACTOR MAY BE IN CIVIL COURT, AND YOU MAY BE LIABLE FOR DAMAGES ARISING OUT OF ANY INJURIES TO THE CONTRACTOR OR HIS OR HER EMPLOYEES.**

**YOU MAY CONTACT THE CONTRACTOR'S STATE LICENSE BOARD TO FIND OUT IF THIS CONTRACT HAS A VALID LICENSE. THE BOARD HAS COMPLETE INFORMATION ON THE HISTORY OF LICENSED CONTRACTORS, INCLUDING ANY POSSIBLE SUSPENSIONS, REVOCATIONS, JUDGEMENT, AND CITATION. THE BOARD HAS OFFICES THROUGHOUT CALIFORNIA. PLEASE CHECK THE GOVERNMENT PAGES OF THE WHITE PAGES FOR THE OFFICE NEAREST YOU, OR CALL 1-800-321-CSLB FOR MORE INFORMATION.**

## NOTICE TO OWNER

### CALIFORNIA ADMINISTRATIVE CODE SECTION 862

Effective January 1, 1993 the notice of Owner form required by Section 7018.5 of the business and Professions Code shall be that set forth below. Under the California Mechanics' Lien Law any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, and, or property where the work was performed and to sue you in court to obtain payment.

This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.

To preserve their right to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are required to provide you with a document called a "Preliminary Notice." Contractors laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to protect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project.

To insure extra protection for yourself and your property you may wish to take one or more of the following steps:

(1) Require your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity.

(2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the Registrar.

(3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project and before making any further payments, require your contractor to provide you with unconditional "Waiver and Release" forms signed by each material supplier, subcontractor and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationary stores will sell the "Waiver and Release" forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by individuals, the persons signing these releases lose the right to file a mechanics lien claim against your property. In other types of construction, this protection may still be important but may not be as complete.

To protect yourself under this option you must be certain that all material suppliers, subcontractors, and laborers have signed the "Waiver and Release" form. If a mechanics lien has been filed against your property, it can only be voluntarily released by recorded "Release of Mechanics Lien" signed by the person or entity that filed the mechanics lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult and attorney if a lien is filed against your property.

**Extra Time:** Contractor shall start and diligently pursue work through to completion, but shall not be responsible for delays caused by any of the following: Failure of the issuance of all necessary building permits within a reasonable length of time; funding of loans; disbursement of funds into funding control or escrow; acts of neglect or omission by Owner or Owner's employees or agents; acts of God; stormy or inclement weather; strikes, lockouts, boycotts, or other labor union activities; extra work ordered by Owner; acts of public enemy; acts of civil commotion; inability to secure material through regular recognized channels; imposition of government priority; allocation of materials; Owners failure to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of independent contractors; holidays; or any other circumstances beyond Contractor's control.

**Arbitration:** Any controversy that develops between Contractor and Owner with respect to matters arising out of or relating to this agreement, and which the parties do not promptly resolve shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties agree otherwise in writing. **This paragraph shall be specifically enforced under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court of competent jurisdiction.**

**Attorney's Fees:** Should any arbitration proceeding or litigation be commenced between the parties hereto concerning said project, any provision of this contract, or the rights and obligations of either in relation thereto, the party, Owner or Contractor, prevailing therein shall be entitled, in addition to such other relief as may be granted, to a reasonable sum and for his attorney's fees.

RECEIVED AND APPROVED

Owner or Agent Signature

Date

( detach here, date and sign below if you wish to cancel this transaction )

## NOTICE OF CANCELLATION

Date of Transaction \_\_\_\_\_

You may cancel this transaction, without any penalty or obligation within three (3) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) days following receipt by the seller of your cancellation notice. And any security interest arising out of this transaction will be cancelled. If you cancel, you must make available to the seller at your residence, in substantial and as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do not make the goods available to the seller and the seller does not pick them up within twenty (20) days of the date of your notice of cancellation the you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligation under the contract. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or

send a telegram to \_\_\_\_\_

Name of Seller

Address - 360 OFFICE PLACE, LOS ANGELES

not later than midnight of \_\_\_\_\_

I hereby cancel this transaction \_\_\_\_\_

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III  
BILL LA GRONE, PUBLIC SAFETY DIRECTOR,**

**RE: REVISED USDA RURAL DEVELOPMENT COMMUNITY FACILITIES  
GRANT FOR FIRE FIGHTING PERSONAL PROTECTIVE EQUIPMENT  
FOR FISCAL YEAR 2015/2016**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider the revised submittal of a USDA Rural Development Community Facilities Grant Application and resolution for Fiscal Year 2015/2016 to purchase Personal Protective Equipment (PPE) for the City of Oroville Fire Department.

**DISCUSSION**

On July 21, 2015, the Council approved the submittal of a USDA Community Facilities Grant Application to assist with the purchase of PPE for the Fire Department, in the amount of \$65,320. The City's portion was to be \$42,458, while the grant amount of 35% would be 22,862.

This amount was based on a verbal quote to the Fire Department, however when the printed quote was provided, the actual cost was \$68,940. The USDA is requesting a revised resolution and application that shows the correct City contribution amount of \$44,811 and USDA grant amount of \$24,129.

The amount of grant assistance for project costs depends upon the median household income and the population in the community where the project is located; and the availability of grant funds. The City of Oroville is eligible to receive 35% of the project costs.

**FISCAL IMPACT**

Appropriation for the \$44,811 match commitment is included in the 2015/2016 fiscal year budget: 305-8400-2000 (Equipment Replacement Fund).

## **RECOMMENDATION**

Adopt Resolution No. 8445 - A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN APPLICATION, MATCH COMMITMENT OF \$44,811, AND CONTRACT EXECUTION FOR FUNDING IN THE AMOUNT OF \$24,129, FROM THE USDA RURAL BUSINESS COMMUNITY FACILITIES GRANT FOR FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT FOR FISCAL YEAR 2015/2016 AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL DOCUMENTS, AGREEMENTS AND ANY AMENDMENTS THERETO WITH THE STATE OF CALIFORNIA FOR THE PURPOSE OF THIS GRANT.

## **ATTACHMENT**

Resolution No. 8445

**CITY OF OROVILLE  
RESOLUTION NO. 8445**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING AN APPLICATION, MATCH COMMITMENT OF \$44,811, AND CONTRACT EXECUTION FOR FUNDING IN THE AMOUNT OF \$24,129 FROM THE USDA RURAL BUSINESS COMMUNITY FACILITIES GRANT FOR FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT FOR FISCAL YEAR 2015-2016 AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL DOCUMENTS, AGREEMENTS AND ANY AMENDMENTS THERETO WITH THE STATE OF CALIFORNIA FOR THE PURPOSE OF THIS GRANT**

**WHEREAS,** The City of Oroville Department of Business Assistance and Housing Development has recommended to the City Council:

1. That City Council authorize staff to submit an application to USDA Rural Development for funding for Fiscal Year 2015-2016 Community Facilities Grant; and

2. That the Business Assistance and Housing Development Department apply for \$24,129 to fund the purchase Personal Protective Equipment for the City of Oroville Fire Department.

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

1. The City Administrator is hereby authorized and directed to act on the City's behalf in all matters pertaining to this application.
2. If the Grant Application is approved, the City of Oroville will commit \$44,811 in match funding from non-federal funding source for the purchase of Personal Protective Equipment.
3. If the grant application is approved, the Mayor is authorized to enter into and sign the Grant Agreement and any amendments thereto with USDA Rural Development.
4. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at an adjourned regular meeting on November 17, 2015, by the following vote:

/

/

/

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED AS TO FORM:

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

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

ATTEST:

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

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: CITY PURCHASE OF TWO FORMER REDEVELOPMENT AGENCY  
PROPERTIES**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider the purchase of two (2) former Oroville Redevelopment Agency properties, identified as: Olive Highway Property No. 1 (APN 013-260-055) and Olive Highway Property No. 2 (APN 12-260-056), for their appraised values as per the Successor Agency Long Range Property Management Plan (LRPMP).

**DISCUSSION**

The Oroville Redevelopment Agency acquired two vacant lots in 1996 along the west side of Olive Highway between the Arby's and Taco Bell restaurants and Central Middle School. These properties must be sold by the Successor Agency (SA). The purchase of these properties by the City of Oroville was included as part of the LRPMP that was approved by the SA, the Oversight Board and the State Department of Finance (DOF). These two properties were appraised by Evans Appraisal Services, Inc. on March 24, 2015, for a total combined value of \$45,000.

The individual property detail is shown below:

<b>Property</b>	<b>APN</b>	<b>Buyer</b>	<b>Appraised Value</b>	<b>Sales Price</b>	<b>LRPMP NO.</b>
Olive Hwy. Property No. 1	013-260-055	City of Oroville	\$26,000	\$26,000	9
Olive Hwy. Property No. 2	012-260-056	City of Oroville	\$19,000	\$19,000	10
<b>Totals</b>			<b>\$45,000</b>	<b>\$45,000</b>	

The City of Oroville will receive 24% of the proceeds from the sale of the former RDA commercial properties. The City will receive approximately \$30,400 from the sales of 2044, 2060 and 2062 Montgomery Street and 1305 Myers Street. Approximately \$10,400 will be received from these two sales for a total of \$40,800. The City will receive approximately \$385,000 when the remaining RDA properties are sold or transferred. Those are Gateway Property No. 1, Gateway Property No. 2, 1330 Downer Street and 750 Montgomery Street.

**CC-16**

## **FISCAL IMPACT**

The cost to the General Fund will be \$45,000. The General Fund will recover this cost when the Butte County Auditor Controller distributes the proceeds of the former Oroville RDA property sales to the taxing entities. Approximately \$40,800 will be distributed to the City of Oroville by December 31, 2015, and the remaining \$4,200 will be received when either 1330 Downer Street, 750 Montgomery Street or the Gateway properties are sold.

## **RECOMMENDATION**

Adopt Resolution No. 8446 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR VICE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ESCROW DOCUMENTS WITH THE SUCCESSOR AGENCY TO THE FORMER OROVILLE REDEVELOPMENT AGENCY FOR THE PURCHASE OF TWO FORMER REDEVELOPMENT AGENCY PROPERTIES DESCRIBED AS OLIVE HIGHWAY NO. 1 (APN 013-260-055) AND OLIVE HIGHWAY NO. 2 (APN 012-260-056), IN THE AMOUNT OF \$45,000.

## **ATTACHMENT**

Resolution No. 8446  
Purchase Agreements  
Aerial Photograph

**CITY OF OROVILLE  
RESOLUTION NO. 8446**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR VICE MAYOR TO EXECUTE A PURCHASE AGREEMENT AND ESCROW DOCUMENTS WITH THE SUCCESSOR AGENCY TO THE FORMER OROVILLE REDEVELOPMENT AGENCY FOR THE PURCHASE OF TWO FORMER REDEVELOPMENT AGENCY PROPERTIES DESCRIBED AS OLIVE HIGHWAY NO. 1 (APN 013-260-055) AND OLIVE HIGHWAY NO. 2 (APN 012-260-056), IN THE AMOUNT OF \$45,000**

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

1. The Mayor is hereby authorized and directed to execute a Resolution between the Oroville City Council and the Oroville Successor Agency that the two properties: Olive Highway No. 1 and Olive Highway No. 2 be sold to the City of Oroville for their appraised values as per the Long Range property Management Plan.
2. The Oroville Mayor is hereby authorized to sign the Deed, Purchase Agreements and escrow documents related to the purchase of these properties.
3. The Secretary shall attest to the adoption of this Resolution

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on November 17, 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



VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 11/14)

Date Prepared: November 4, 2015

1. OFFER:

- A. THIS IS AN OFFER FROM City of Oroville ("Buyer").
B. THE REAL PROPERTY to be acquired is APN 013-260-055 situated in Oroville (City), Butte (County), California, 95965 (Zip Code), Assessor's Parcel No. 013-260-055 (Property).
C. THE PURCHASE PRICE offered is Twenty-six thousand Dollars \$ 26,000.00
D. CLOSE OF ESCROW shall occur on X As soon as possible (date) (or Days After Acceptance).
E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

2. AGENCY:

- A. DISCLOSURE: The Parties each acknowledge receipt of a "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: Listing Agent N/A (Print Firm Name) is the agent of (check one): the Seller exclusively; or both the Buyer and Seller. Selling Agent N/A (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one): the Buyer exclusively; or the Seller exclusively; or both the Buyer and Seller.
C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

3. FINANCE TERMS: Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \$ -0-
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer, cashier's check, personal check, other within 3 business days after Acceptance (or );

OR (2) Buyer Deposit with Agent: Buyer has given the deposit by personal check (or ) to the agent submitting the offer (or to ), made payable to Mid Valley Title Co. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or ). Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)

- B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of \$ within Days After Acceptance (or ). If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C. X ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or Buyer shall, within 3 (or ) Days After Acceptance, Deliver to Seller such verification.

D. LOAN(S):

(1) FIRST LOAN: in the amount of \$ This loan will be conventional financing or FHA, VA, Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other. This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

(2) SECOND LOAN in the amount of \$ This loan will be conventional financing or Seller financing (C.A.R. Form SFA), assumed financing (C.A.R. Form AFA), subject to financing, Other. This loan shall be at a fixed rate not to exceed % or, an adjustable rate loan with initial rate not to exceed %. Regardless of the type of loan, Buyer shall pay points not to exceed % of the loan amount.

(3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or ) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

E. ADDITIONAL FINANCING TERMS:

Blank lines for additional financing terms.

Buyer's Initials ( ) ( )
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Seller's Initials ( ) ( )



Property Address: APN: 013-260-055 Olive Hwy. Oroville, CA

Date: 11-4-2015

F. BALANCE OF DOWN PAYMENT OR PURCHASE PRICE in the amount of \$ 26,000.00

to be deposited with Escrow Holder pursuant to Escrow Holder instructions.

G. PURCHASE PRICE (TOTAL): \$ 26,000.00

H. VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS: Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or ) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs. ( Verification attached.)

I. APPRAISAL CONTINGENCY AND REMOVAL: This Agreement is (or is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or ) Days After Acceptance.

J. LOAN TERMS:

(1) LOAN APPLICATIONS: Within 3 (or ) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. ( Letter attached.)

(2) LOAN CONTINGENCY: Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.

(3) LOAN CONTINGENCY REMOVAL:

Within 21 (or ) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.

(4) NO LOAN CONTINGENCY: Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.

(5) LENDER LIMITS ON BUYER CREDITS: Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.

K. BUYER STATED FINANCING: Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.

L. SELLER FINANCING: The following terms (or the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.

(1) BUYER'S CREDIT-WORTHINESS: Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or ) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.

(2) TERMS: Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or ) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.

(3) ADDED, DELETED OR SUBSTITUTED BUYERS: The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.

M. ASSUMED OR "SUBJECT TO" FINANCING: Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

Buyer's Initials ( ) ( )

Seller's Initials ( ) ( )

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)

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4. SALE OF BUYER'S PROPERTY:

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.  
OR B.  This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5.  MANUFACTURED HOME PURCHASE: The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer  has  has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or  this contingency shall remain in effect until the Close Of Escrow of the Property).

6.  CONSTRUCTION LOAN FINANCING: The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan  will  will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or  this contingency shall remain in effect until Close Of Escrow of the Property).

7. ADDENDA AND ADVISORIES:

- A. ADDENDA:
- |   |  |
|---|--|
| <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO)                       | <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)            |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)                          | <input type="checkbox"/> Other _____                                   |

- B. BUYER AND SELLER ADVISORIES:
- |   |   |
|---|---|
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PAK)                     | <input checked="" type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) |
| <input type="checkbox"/> Trust Advisory (C.A.R. Form TA)                        | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA)   |
| <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) | <input type="checkbox"/> REO Advisory (C.A.R. Form REO)                           |
|   | <input type="checkbox"/> Other _____  |

8. OTHER TERMS: \_\_\_\_\_  
\_\_\_\_\_

9. ALLOCATION OF COSTS

A. INSPECTIONS, REPORTS AND CERTIFICATES: Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

- (1)  Buyer  Seller shall pay for a natural hazard zone disclosure report, including tax  environmental  Other: \_\_\_\_\_ prepared by \_\_\_\_\_
- (2)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_
- (3)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

B. ESCROW AND TITLE:

- (1) (a)  Buyer  Seller shall pay escrow fee \_\_\_\_\_
- (b) Escrow Holder shall be Mid Valley Title Co. Order # 5038164 TM
- (c) The Parties shall, within 5 (or \_\_\_\_\_) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a)  Buyer  Seller shall pay for owner's title insurance policy specified in paragraph 18E \_\_\_\_\_
- (b) Owner's title policy to be issued by \_\_\_\_\_  
(Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

C. OTHER COSTS:

- (1)  Buyer  Seller shall pay County transfer tax or fee \_\_\_\_\_
- (2)  Buyer  Seller shall pay City transfer tax or fee \_\_\_\_\_
- (3)  Buyer  Seller shall pay Homeowners' Association ("HOA") transfer fee \_\_\_\_\_
- (4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5) Buyer to pay for any HOA certification fee.
- (6)  Buyer  Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (7)  Buyer  Seller shall pay for any private transfer fee \_\_\_\_\_
- (8)  Buyer  Seller shall pay for \_\_\_\_\_
- (9)  Buyer  Seller shall pay for \_\_\_\_\_

10. CLOSING AND POSSESSION: Possession shall be delivered to Buyer: (i)  at 6 PM or (  AM/  PM) on the date of Close Of Escrow; (ii)  no later than \_\_\_\_\_ calendar days after Close Of Escrow; or (iii)  at \_\_\_\_\_ AM/  PM on \_\_\_\_\_. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:

A. NOTE TO BUYER AND SELLER: Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



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Date: 11-4-2015

**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property;
- (2) The following items: \_\_\_\_\_

- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4) All items included shall be transferred free of liens and without Seller warranty.

**C. ITEMS EXCLUDED FROM SALE:** \_\_\_\_\_

**12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:**

**A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

**B. WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

**C. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

**D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

**E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) **SELLER HAS: 7 (or \_\_\_ ) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or \_\_\_ ) Days** After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

**13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:**

**A.** Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

(1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.

(2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).

(3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.

(4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).

(5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.

(6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.

(7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.

(8) **LANDLOCKED:** The absence of legal or physical access to the Property.

(9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.

(10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.

(11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.

(12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.

(13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.

(14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

**B. RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

**C.**  **TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



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Date: 11-4-2015

- D. MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- 14. SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.
- 15. CHANGES DURING ESCROW:**
- A.** Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 19: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
- B.** At least 7 (or \_\_\_) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.
- 16. CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
- A.** Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
- B.** Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
- C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.**
- 17. BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
- A.** Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
- B.** Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
- C. Buyer indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.
- D. BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
- E. SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
- F. ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 5 OF 11)

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- G. **UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- H. **ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. **GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. **NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. **PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. **NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. **COMMON INTEREST SUBDIVISIONS: OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. **SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. **RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. **MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.

**18. TITLE AND VESTING:**

- A. Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B. Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C. Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D. At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E. Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.

**19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS: The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).**

- A. **SELLER HAS: 7 (or \_\_\_ ) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A.** Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.
- B. **(1) BUYER HAS: 17 (or \_\_\_ ) Days After Acceptance, unless otherwise agreed in writing, to:**
  - (i) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
  - (2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



- (3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has 5 (or \_\_\_) Days After Delivery of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) Continuation of Contingency: Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).

**C. SELLER RIGHT TO CANCEL:**

- (1) Seller right to Cancel; Buyer Contingencies: If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) Seller right to Cancel; Buyer Contract Obligations: Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.

**D. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least 2(or \_\_\_) Days After Delivery (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than 2 Days Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.

**E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing. Buyer shall conclusively be deemed to have: (i) completed all Buyer Investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.

**F. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least 3 (or \_\_\_) Days After Delivery to close escrow. A DCE may not be Delivered any earlier than 3 Days Prior to the scheduled close of escrow.

**G. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award. If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).

**20. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.

**21. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within 5 (or \_\_\_) Days Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).

**22. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )  
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Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



**23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS:** Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

**24. BROKERS:**

**A. COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.

**B. SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

**25. REPRESENTATIVE CAPACITY:** If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Addendum (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

**26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:**

**A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder,** which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or \_\_\_ ) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.

**B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or \_\_\_\_\_).** Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.

**C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11.** Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.

**D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B.** Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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**VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 8 OF 11)**



Property Address: APN: 013-260-055 Olive Hwy. Oroville, CA Date: 11-4-2015

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

**27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:**

A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. **LIQUIDATED DAMAGES:** If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. **AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**28. DISPUTE RESOLUTION:**

A. **MEDIATION:** The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center ([www.consumermediation.org](http://www.consumermediation.org)) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 28C.

B. **ARBITRATION OF DISPUTES:** The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

**"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."**

**"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."**

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_ Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

**C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:**

(1) **EXCLUSIONS:** The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

(2) **PRESERVATION OF ACTIONS:** The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

(3) **BROKERS:** Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

**29. SELECTION OF SERVICE PROVIDERS:** Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Property Address: APN: 013-260-055 Olive Hwy. Oroville, CA Date: 11-4-2015

30. MULTIPLE LISTING SERVICE ("MLS"): Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.

31. ATTORNEY FEES: In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.

32. ASSIGNMENT: Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).

33. EQUAL HOUSING OPPORTUNITY: The Property is sold in compliance with federal, state and local anti-discrimination Laws.

34. TERMS AND CONDITIONS OF OFFER: This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.

35. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.

36. DEFINITIONS: As used in this Agreement:

- A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
- B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
- C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
- D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
- E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
- F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
- G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
- H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
- I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
- J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
- K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
- L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
- M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.

37. EXPIRATION OF OFFER: This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by N/A who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by  AM/  PM, on N/A (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date \_\_\_\_\_ BUYER \_\_\_\_\_  
(Print name) \_\_\_\_\_ City of Oroville \_\_\_\_\_

Date \_\_\_\_\_ BUYER \_\_\_\_\_  
(Print name) \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA).

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Property Address: APN: 013-260-055 Olive Hwy. Oroville, CA Date: 11-4-2015

38. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date SELLER (Print name) Successor Agency to the former Oroville Redevelopment Agency

Date SELLER (Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) at AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller.
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS.

Real Estate Broker (Selling Firm) CalBRE Lic. #
By CalBRE Lic. # Date
By CalBRE Lic. # Date
Address City State Zip
Telephone Fax E-mail
Real Estate Broker (Listing Firm) CalBRE Lic. #
By CalBRE Lic. # Date
By CalBRE Lic. # Date
Address City State Zip
Telephone Fax E-mail

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ counter offer numbers Seller's Statement of Information and and agrees to act as Escrow Holder subject to paragraph 26 of this Agreement, any supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is

Escrow Holder By Escrow # Date
Address
Phone/Fax/E-mail

Escrow Holder has the following license number # Department of Business Oversight, Department of Insurance, Bureau of Real Estate.

PRESENTATION OF OFFER: ( ) Listing Broker presented this offer to Seller on (date). Broker or Designee Initials

REJECTION OF OFFER: ( ) ( ) No counter offer is being made. This offer was rejected by Seller on (date). Seller's Initials

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Buyer's Acknowledge that page 10 is part of this Agreement ( ) ( )

Reviewed by Broker or Designee



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11)



# VACANT LAND PURCHASE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

(C.A.R. Form VLPA, Revised 11/14)

Date Prepared: November 4, 2015

**1. OFFER:**

- A. THIS IS AN OFFER FROM City of Oroville ("Buyer").
- B. THE REAL PROPERTY to be acquired is APN 013-260-056 Olive Hwy., situated in Oroville (City), Butte (County), California, \_\_\_\_\_ (Zip Code), Assessor's Parcel No. 013-260-056 (Property).  
Further Described As \_\_\_\_\_
- C. THE PURCHASE PRICE offered is Nineteen thousand Dollars \$ 19,000.00
- D. CLOSE OF ESCROW shall occur on  As soon as possible (date) (or  \_\_\_\_\_ Days After Acceptance).
- E. Buyer and Seller are referred to herein as the "Parties." Brokers are not Parties to this Agreement.

**2. AGENCY:**

- A. DISCLOSURE: The Parties each acknowledge receipt of a  "Disclosure Regarding Real Estate Agency Relationships" (C.A.R. Form AD).
- B. CONFIRMATION: The following agency relationships are hereby confirmed for this transaction:  
Listing Agent N/A (Print Firm Name) is the agent of (check one):  
 the Seller exclusively; or  both the Buyer and Seller.  
Selling Agent N/A (Print Firm Name) (if not the same as the Listing Agent) is the agent of (check one):  the Buyer exclusively; or  the Seller exclusively; or  both the Buyer and Seller.
- C. POTENTIALLY COMPETING BUYERS AND SELLERS: The Parties each acknowledge receipt of a  "Possible Representation of More than One Buyer or Seller - Disclosure and Consent" (C.A.R. Form PRBS).

**3. FINANCE TERMS:** Buyer represents that funds will be good when deposited with Escrow Holder.

- A. INITIAL DEPOSIT: Deposit shall be in the amount of \_\_\_\_\_ \$ -0-  
(1) Buyer Direct Deposit: Buyer shall deliver deposit directly to Escrow Holder by electronic funds transfer,  cashier's check,  personal check,  other \_\_\_\_\_ within 3 business days after Acceptance (or \_\_\_\_\_);  
OR (2)  Buyer Deposit with Agent: Buyer has given the deposit by personal check (or \_\_\_\_\_) to the agent submitting the offer (or to \_\_\_\_\_), made payable to Mid Valley Title Co. The deposit shall be held uncashed until Acceptance and then deposited with Escrow Holder within 3 business days after Acceptance (or \_\_\_\_\_).  
Deposit checks given to agent shall be an original signed check and not a copy.

(Note: Initial and increased deposits checks received by agent shall be recorded in Broker's trust fund log.)  
B. INCREASED DEPOSIT: Buyer shall deposit with Escrow Holder an increased deposit in the amount of ... \$ \_\_\_\_\_ within \_\_\_\_\_ Days After Acceptance (or \_\_\_\_\_).

If the Parties agree to liquidated damages in this Agreement, they also agree to incorporate the increased deposit into the liquidated damages amount in a separate liquidated damages clause (C.A.R. Form RID) at the time the increased deposit is delivered to Escrow Holder.

C.  ALL CASH OFFER: No loan is needed to purchase the Property. This offer is NOT contingent on Buyer obtaining a loan. Written verification of sufficient funds to close this transaction IS ATTACHED to this offer or  Buyer shall, within 3 (or \_\_\_\_\_) Days After Acceptance, Deliver to Seller such verification.

**D. LOAN(S):**

(1) FIRST LOAN: in the amount of \_\_\_\_\_ \$  
This loan will be conventional financing or  FHA,  VA,  Seller financing (C.A.R. Form SFA),  assumed financing (C.A.R. Form AFA),  subject to financing,  Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or,  an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.

(2)  SECOND LOAN in the amount of \_\_\_\_\_ \$  
This loan will be conventional financing or  Seller financing (C.A.R. Form SFA),  assumed financing (C.A.R. Form AFA),  subject to financing  Other \_\_\_\_\_. This loan shall be at a fixed rate not to exceed \_\_\_\_\_ % or,  an adjustable rate loan with initial rate not to exceed \_\_\_\_\_ %. Regardless of the type of loan, Buyer shall pay points not to exceed \_\_\_\_\_ % of the loan amount.

(3) FHAVA: For any FHA or VA loan specified in 3D(1), Buyer has 17 (or \_\_\_\_\_) Days After Acceptance to Deliver to Seller written notice (C.A.R. Form FVA) of any lender-required repairs or costs that Buyer requests Seller to pay for or otherwise correct. Seller has no obligation to pay or satisfy lender requirements unless agreed in writing. A FHAVA amendatory clause (C.A.R. Form FVAC) shall be a part of this transaction.

**E. ADDITIONAL FINANCING TERMS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ ) Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Property Address: APN: 013-260-056 Olive Hwy. Oroville, CA

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- F. **BALANCE OF DOWN PAYMENT OR PURCHASE PRICE** in the amount of \_\_\_\_\_ \$ \_\_\_\_\_ to be deposited with Escrow Holder pursuant to Escrow Holder instructions.
- G. **PURCHASE PRICE (TOTAL):** \_\_\_\_\_ \$ 19,000.00
- H. **VERIFICATION OF DOWN PAYMENT AND CLOSING COSTS:** Buyer (or Buyer's lender or loan broker pursuant to paragraph 3J(1)) shall, within 3 (or \_\_\_) Days After Acceptance, Deliver to Seller written verification of Buyer's down payment and closing costs.  Verification attached.)
- I. **APPRAISAL CONTINGENCY AND REMOVAL:** This Agreement is (or  is NOT) contingent upon a written appraisal of the Property by a licensed or certified appraiser at no less than the purchase price. Buyer shall, as specified in paragraph 19B(3), in writing, remove the appraisal contingency or cancel this Agreement within 17 (or \_\_\_) Days After Acceptance.
- J. **LOAN TERMS:**
  - (1) **LOAN APPLICATIONS:** Within 3 (or \_\_\_) Days After Acceptance, Buyer shall Deliver to Seller a letter from Buyer's lender or loan broker stating that, based on a review of Buyer's written application and credit report, Buyer is prequalified or preapproved for any NEW loan specified in paragraph 3D. If any loan specified in paragraph 3D is an adjustable rate loan, the prequalification or preapproval letter shall be based on the qualifying rate, not the initial loan rate. (  Letter attached.)
  - (2) **LOAN CONTINGENCY:** Buyer shall act diligently and in good faith to obtain the designated loan(s). Buyer's qualification for the loan(s) specified above is a contingency of this Agreement unless otherwise agreed in writing. If there is no appraisal contingency or the appraisal contingency has been waived or removed, then failure of the Property to appraise at the purchase price does not entitle Buyer to exercise the cancellation right pursuant to the loan contingency if Buyer is otherwise qualified for the specified loan. Buyer's contractual obligations regarding deposit, balance of down payment and closing costs are not contingencies of this Agreement.
  - (3) **LOAN CONTINGENCY REMOVAL:** Within 21 (or \_\_\_) Days After Acceptance, Buyer shall, as specified in paragraph 19, in writing, remove the loan contingency or cancel this Agreement. If there is an appraisal contingency, removal of the loan contingency shall not be deemed removal of the appraisal contingency.
  - (4)  **NO LOAN CONTINGENCY:** Obtaining any loan specified above is NOT a contingency of this Agreement. If Buyer does not obtain the loan and as a result Buyer does not purchase the Property, Seller may be entitled to Buyer's deposit or other legal remedies.
  - (5) **LENDER LIMITS ON BUYER CREDITS:** Any credit to Buyer, from any source, for closing or other costs that is agreed to by the Parties ("Contractual Credit") shall be disclosed to Buyer's lender. If the total credit allowed by Buyer's lender ("Lender Allowable Credit") is less than the Contractual Credit, then (i) the Contractual Credit shall be reduced to the Lender Allowable Credit, and (ii) in the absence of a separate written agreement between the Parties, there shall be no automatic adjustment to the purchase price to make up for the difference between the Contractual Credit and the Lender Allowable Credit.
- K. **BUYER STATED FINANCING:** Seller is relying on Buyer's representation of the type of financing specified (including but not limited to, as applicable, all cash, amount of down payment, or contingent or non-contingent loan). Seller has agreed to a specific closing date, purchase price and to sell to Buyer in reliance on Buyer's covenant concerning financing. Buyer shall pursue the financing specified in this Agreement. Seller has no obligation to cooperate with Buyer's efforts to obtain any financing other than that specified in the Agreement and the availability of any such alternate financing does not excuse Buyer from the obligation to purchase the Property and close escrow as specified in this Agreement.
- L. **SELLER FINANCING:** The following terms (or  the terms specified in the attached Seller Financing Addendum) (C.A.R. Form SFA) apply ONLY to financing extended by Seller under this Agreement.
  - (1) **BUYER'S CREDIT-WORTHINESS:** Buyer authorizes Seller and/or Brokers to obtain, at Buyer's expense, a copy of Buyer's credit report. Within 7 (or \_\_\_\_\_) Days After Acceptance, Buyer shall provide any supporting documentation reasonably requested by Seller.
  - (2) **TERMS:** Buyer's promissory note, deed of trust and other documents as appropriate shall incorporate and implement the following additional terms: (i) the maximum interest rate specified in paragraph 3D shall be the actual fixed interest rate for Seller financing; (ii) deed of trust shall contain a REQUEST FOR NOTICE OF DEFAULT on senior loans; (iii) Buyer shall sign and pay for a REQUEST FOR NOTICE OF DELINQUENCY prior to Close Of Escrow and at any future time if requested by Seller; (iv) note and deed of trust shall contain an acceleration clause making the loan due, when permitted by law and at Seller's option, upon the sale or transfer of the Property or any interest in it; (v) note shall contain a late charge of 6% of the installment due (or \_\_\_\_\_) if the installment is not received within 10 days of the date due; (vi) title insurance coverage in the form of a joint protection policy shall be provided insuring Seller's deed of trust interest in the Property (any increased cost over owner's policy shall be paid by Buyer); and (vii) tax service shall be obtained and paid for by Buyer to notify Seller if property taxes have not been paid.
  - (3) **ADDED, DELETED OR SUBSTITUTED BUYERS:** The addition, deletion or substitution of any person or entity under this Agreement or to title prior to Close Of Escrow shall require Seller's written consent. Seller may grant or withhold consent in Seller's sole discretion. Any additional or substituted person or entity shall, if requested by Seller, submit to Seller the same documentation as required for the original named Buyer. Seller and/or Brokers may obtain a credit report, at Buyer's expense, on any such person or entity.
- M. **ASSUMED OR "SUBJECT TO" FINANCING:** Seller represents that Seller is not delinquent on any payments due on any loans. Seller shall, within the time specified in paragraph 19, provide Copies of all applicable notes and deeds of trust, loan balances and current interest rates to Buyer. Buyer shall then, as specified in paragraph 19B(3), remove this contingency or cancel this Agreement. Differences between estimated and actual loan balances shall be adjusted at Close Of Escrow by cash down payment. Impound accounts, if any, shall be assigned and charged to Buyer and credited to Seller. Seller is advised that Buyer's assumption of an existing loan may not release Seller from liability on that loan. If this is an assumption of a VA Loan, the sale is contingent upon Seller being provided a release of liability and substitution of eligibility, unless otherwise agreed in writing. If the Property is acquired subject to an existing loan, Buyer and Seller are advised to consult with legal counsel regarding the ability of an existing lender to call the loan due, and the consequences thereof.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

VLPA REVISED 11/14 (PAGE 2 OF 11)

**VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 2 OF 11)**

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Date: 11-4-2015

**4. SALE OF BUYER'S PROPERTY:**

A. This Agreement and Buyer's ability to obtain financing are NOT contingent upon the sale of any property owned by Buyer.

OR B.  This Agreement and Buyer's ability to obtain financing are contingent upon the sale of property owned by Buyer as specified in the attached addendum (C.A.R. Form COP).

5.  **MANUFACTURED HOME PURCHASE:** The purchase of the Property is contingent upon Buyer acquiring a personal property manufactured home to be placed on the Property after Close Of Escrow. Buyer  has  has not entered into a contract for the purchase of a personal property manufactured home. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement, (or  this contingency shall remain in effect until the Close Of Escrow of the Property).

6.  **CONSTRUCTION LOAN FINANCING:** The purchase of the Property is contingent upon Buyer obtaining a construction loan. A draw from the construction loan  will  will not be used to finance the Property. Within the time specified in paragraph 19, Buyer shall remove this contingency or cancel this Agreement (or  this contingency shall remain in effect until Close Of Escrow of the Property).

**7. ADDENDA AND ADVISORIES:**

A. ADDENDA:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Addendum # _____ (C.A.R. Form ADM)                             | <input type="checkbox"/> Back Up Offer Addendum (C.A.R. Form BUO) | <input type="checkbox"/> Court Confirmation Addendum (C.A.R. Form CCA) |
| <input type="checkbox"/> Septic, Well and Property Monument Addendum (C.A.R. Form SWPI) | <input type="checkbox"/> Short Sale Addendum (C.A.R. Form SSA)    | <input type="checkbox"/> Other _____                                   |

B. BUYER AND SELLER ADVISORIES:

- |   |  |   |  |   |   |                                      |
|---|--|---|--|---|---|--------------------------------------|
| <input type="checkbox"/> Probate Advisory (C.A.R. Form PAK) | <input type="checkbox"/> Trust Advisory (C.A.R. Form TA) | <input type="checkbox"/> Short Sale Information and Advisory (C.A.R. Form SSIA) | <input type="checkbox"/> Buyer's Inspection Advisory (C.A.R. Form BIA) | <input type="checkbox"/> Statewide Buyer and Seller Advisory (C.A.R. Form SBSA) | <input type="checkbox"/> REO Advisory (C.A.R. Form REO) | <input type="checkbox"/> Other _____ |
|---|--|---|--|---|---|--------------------------------------|

**8. OTHER TERMS:**

**9. ALLOCATION OF COSTS**

A. **INSPECTIONS, REPORTS AND CERTIFICATES:** Unless otherwise agreed, in writing, this paragraph only determines who is to pay for the inspection, test, certificate or service ("Report") mentioned; it does not determine who is to pay for any work recommended or identified in the Report.

- (1)  Buyer  Seller shall pay for a natural hazard zone disclosure report, including tax  environmental  Other: \_\_\_\_\_ prepared by \_\_\_\_\_
- (2)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_
- (3)  Buyer  Seller shall pay for the following Report \_\_\_\_\_ prepared by \_\_\_\_\_

**B. ESCROW AND TITLE:**

- (1) (a)  Buyer  Seller shall pay escrow fee \_\_\_\_\_
- (b) Escrow Holder shall be Mid Valley Title Co. Order # 5038164 TM
- (c) The Parties shall, within 5 (or \_\_\_\_\_) Days After receipt, sign and return Escrow Holder's general provisions.
- (2) (a)  Buyer  Seller shall pay for owner's title insurance policy specified in paragraph 18E \_\_\_\_\_
- (b) Owner's title policy to be issued by \_\_\_\_\_
- (Buyer shall pay for any title insurance policy insuring Buyer's lender, unless otherwise agreed in writing.)

**C. OTHER COSTS:**

- (1)  Buyer  Seller shall pay County transfer tax or fee \_\_\_\_\_
- (2)  Buyer  Seller shall pay City transfer tax or fee \_\_\_\_\_
- (3)  Buyer  Seller shall pay Homeowners' Association ("HOA") transfer fee \_\_\_\_\_
- (4) Seller shall pay HOA fees for preparing all documents required to be delivered by Civil Code §4525.
- (5) Buyer to pay for any HOA certification fee.
- (6)  Buyer  Seller shall pay HOA fees for preparing all documents other than those required by Civil Code §4525.
- (7)  Buyer  Seller shall pay for any private transfer fee \_\_\_\_\_
- (8)  Buyer  Seller shall pay for \_\_\_\_\_
- (9)  Buyer  Seller shall pay for \_\_\_\_\_

**10. CLOSING AND POSSESSION:** Possession shall be delivered to Buyer: (i)  at 6 PM or (  AM/  PM ) on the date of Close Of Escrow; (ii)  no later than \_\_\_\_\_ calendar days after Close Of Escrow; or (iii)  at \_\_\_\_\_ AM/  PM on \_\_\_\_\_. The Property shall be unoccupied, unless otherwise agreed in writing. Seller shall provide keys and/or means to operate all Property locks. If Property is located in a common interest subdivision, Buyer may be required to pay a deposit to the Homeowners' Association ("HOA") to obtain keys to accessible HOA facilities.

**11. ITEMS INCLUDED IN AND EXCLUDED FROM SALE:**

A. **NOTE TO BUYER AND SELLER:** Items listed as included or excluded in the MLS, flyers or marketing materials are not included in the purchase price or excluded from the sale unless specified in 11B or C.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



**B. ITEMS INCLUDED IN SALE:**

- (1) All EXISTING fixtures and fittings that are attached to the Property.
- (2) The following items:

- (3) Seller represents that all items included in the purchase price, unless otherwise specified, are owned by Seller.
- (4) All items included shall be transferred free of liens and without Seller warranty.

**C. ITEMS EXCLUDED FROM SALE:**

**12. STATUTORY AND OTHER DISCLOSURES AND CANCELLATION RIGHTS:**

**A. NATURAL AND ENVIRONMENTAL HAZARD DISCLOSURES AND OTHER BOOKLETS:** Within the time specified in paragraph 19A, Seller shall, if required by Law: (i) Deliver to Buyer earthquake guide(s) (and questionnaire), environmental hazards booklet; (ii) disclose if the Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; and Seismic Hazard Zone; and (iii) disclose any other zone as required by Law and provide any other information required for those zones.

**B. WITHHOLDING TAXES:** Within the time specified in paragraph 19A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

**C. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

**D. NOTICE REGARDING GAS AND HAZARDOUS LIQUID TRANSMISSION PIPELINES:** This notice is being provided simply to inform you that information about the general location of gas and hazardous liquid transmission pipelines is available to the public via the National Pipeline Mapping System (NPMS) Internet Web site maintained by the United States Department of Transportation at <http://www.npms.phmsa.dot.gov/>. To seek further information about possible transmission pipelines near the Property, you may contact your local gas utility or other pipeline operators in the area. Contact information for pipeline operators is searchable by ZIP Code and county on the NPMS Internet Web site.

**E. CONDOMINIUM/PLANNED DEVELOPMENT DISCLOSURES:**

(1) **SELLER HAS: 7 (or \_\_\_) Days** After Acceptance to disclose to Buyer whether the Property is a condominium, or is located in a planned development or other common interest subdivision (C.A.R. Form SPQ or SSD).

(2) If the Property is a condominium or is located in a planned development or other common interest subdivision, Seller has **3 (or \_\_\_) Days** After Acceptance to request from the HOA (C.A.R. Form HOA1): (i) Copies of any documents required by Law; (ii) disclosure of any pending or anticipated claim or litigation by or against the HOA; (iii) a statement containing the location and number of designated parking and storage spaces; (iv) Copies of the most recent 12 months of HOA minutes for regular and special meetings; and (v) the names and contact information of all HOAs governing the Property (collectively, "CI Disclosures"). Seller shall itemize and Deliver to Buyer all CI Disclosures received from the HOA and any CI Disclosures in Seller's possession. Buyer's approval of CI Disclosures is a contingency of this Agreement as specified in paragraph 19B(3). The Party specified in paragraph 9, as directed by escrow, shall deposit funds into escrow or direct to HOA or management company to pay for any of the above.

**13. SELLER DOCUMENTATION AND ADDITIONAL DISCLOSURE:**

**A.** Within the time specified in paragraph 19, if Seller has actual knowledge, Seller shall provide to Buyer, in writing, the following information:

- (1) **LEGAL PROCEEDINGS:** Any lawsuits by or against Seller, threatening or affecting the Property, including any lawsuits alleging a defect or deficiency in the Property or common areas, or any known notices of abatement or citations filed or issued against the Property.
- (2) **AGRICULTURAL USE:** Whether the Property is subject to restrictions for agricultural use pursuant to the Williamson Act (Government Code §§51200-51295).
- (3) **DEED RESTRICTIONS:** Any deed restrictions or obligations.
- (4) **FARM USE:** Whether the Property is in, or adjacent to, an area with Right to Farm rights (Civil Code §3482.5 and §3482.6).
- (5) **ENDANGERED SPECIES:** Presence of endangered, threatened, 'candidate' species, or wetlands on the Property.
- (6) **ENVIRONMENTAL HAZARDS:** Any substances, materials, or products that may be an environmental hazard including, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, and contaminated soil or water on the Property.
- (7) **COMMON WALLS:** Any features of the Property shared in common with adjoining landowners, such as walls, fences, roads, and driveways, and agriculture and domestic wells whose use or responsibility for maintenance may have an effect on the Property.
- (8) **LANDLOCKED:** The absence of legal or physical access to the Property.
- (9) **EASEMENTS/ENCROACHMENTS:** Any encroachments, easements or similar matters that may affect the Property.
- (10) **SOIL FILL:** Any fill (compacted or otherwise), or abandoned mining operations on the Property.
- (11) **SOIL PROBLEMS:** Any slippage, sliding, flooding, drainage, grading, or other soil problems.
- (12) **EARTHQUAKE DAMAGE:** Major damage to the Property or any of the structures from fire, earthquake, floods, or landslides.
- (13) **ZONING ISSUES:** Any zoning violations, non-conforming uses, or violations of "setback" requirements.
- (14) **NEIGHBORHOOD PROBLEMS:** Any neighborhood noise problems, or other nuisances.

**B. RENTAL AND SERVICE AGREEMENTS:** Within the time specified in paragraph 19, Seller shall make available to Buyer for inspection and review, all current leases, rental agreements, service contracts and other related agreements, licenses, and permits pertaining to the operation or use of the Property.

**C.  TENANT ESTOPPEL CERTIFICATES:** Within the time specified in paragraph 19, Seller shall deliver to Buyer tenant estoppel certificates (C.A.R. Form TEC) completed by Seller or Seller's agent, and signed by tenants, acknowledging: (i) that tenants' rental or lease agreements are unmodified and in full force and effect (or if modified, stating all such modifications); (ii) that no lessor defaults exist; and (iii) stating the amount of any prepaid rent or security deposit.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



- D. **MELLO-ROOS TAX; 1915 BOND ACT:** Within the time specified in paragraph 19, Seller shall: (i) make a good faith effort to obtain a notice from any local agencies that levy a special tax or assessment on the Property (or, if allowed, substantially equivalent notice), pursuant to the Mello-Roos Community Facilities Act, and Improvement Bond Act of 1915, and (ii) promptly deliver to Buyer any such notice obtained.
- E. **SELLER VACANT LAND QUESTIONNAIRE:** Seller shall, within the time specified in paragraph, complete and provide Buyer with a Seller Vacant Land Questionnaire (C.A.R. Form VLQ).
- 14. **SUBSEQUENT DISCLOSURES:** In the event Seller, prior to Close Of Escrow, becomes aware of adverse conditions materially affecting the Property, or any material inaccuracy in disclosures, information or representations previously provided to Buyer of which Buyer is otherwise unaware, Seller shall promptly provide a subsequent or amended disclosure or notice, in writing, covering those items. However, a subsequent or amended disclosure shall not be required for conditions and material inaccuracies disclosed in reports ordered and paid for by Buyer.
- 15. **CHANGES DURING ESCROW:**
  - A. Prior to Close Of Escrow, Seller may engage in the following acts, ("Proposed Changes"), subject to Buyer's rights in paragraph 19: (i) rent or lease any part of the premises; (ii) alter, modify or extend any existing rental or lease agreement; (iii) enter into, alter, modify or extend any service contract(s); or (iv) change the status of the condition of the Property.
  - B. At least 7 (or \_\_\_ ) Days prior to any Proposed Changes, Seller shall give written notice to Buyer of such Proposed Changes.
- 16. **CONDITION OF PROPERTY:** Unless otherwise agreed in writing: (i) the Property is sold (a) "AS-IS" in its PRESENT physical condition as of the date of Acceptance and (b) subject to Buyer's Investigation rights; (ii) the Property, including pool, spa, landscaping and grounds, is to be maintained in substantially the same condition as on the date of Acceptance; and (iii) all debris and personal property not included in the sale shall be removed by Close Of Escrow.
  - A. Seller shall, within the time specified in paragraph 19A, DISCLOSE KNOWN MATERIAL FACTS AND DEFECTS affecting the Property, including known insurance claims within the past five years, and make any and all other disclosures required by law.
  - B. Buyer has the right to conduct Buyer Investigations of the property and, as specified in paragraph 19B, based upon information discovered in those investigations: (i) cancel this Agreement; or (ii) request that Seller make Repairs or take other action.
  - C. Buyer is strongly advised to conduct investigations of the entire Property in order to determine its present condition. Seller may not be aware of all defects affecting the Property or other factors that Buyer considers important. Property improvements may not be built according to code, in compliance with current Law, or have had permits issued.
- 17. **BUYER'S INVESTIGATION OF PROPERTY AND MATTERS AFFECTING PROPERTY:**
  - A. Buyer's acceptance of the condition of, and any other matter affecting the Property, is a contingency of this Agreement as specified in this paragraph and paragraph 19B. Within the time specified in paragraph 19B(1), Buyer shall have the right, at Buyer's expense unless otherwise agreed, to conduct inspections, investigations, tests, surveys and other studies ("Buyer Investigations"), including, but not limited to, the right to: (i) inspect for lead-based paint and other lead-based paint hazards; (ii) inspect for wood destroying pests and organisms; (iii) review the registered sex offender database; (iv) confirm the insurability of Buyer and the Property; and (v) satisfy Buyer as to any matter specified in the attached Buyer's Inspection Advisory (C.A.R. Form BIA). Without Seller's prior written consent, Buyer shall neither make nor cause to be made: (i) invasive or destructive Buyer Investigations except for minimally invasive testing; or (ii) inspections by any governmental building or zoning inspector or government employee, unless required by Law.
  - B. Seller shall make the Property available for all Buyer Investigations. Buyer shall (i) as specified in paragraph 19B, complete Buyer Investigations and, either remove the contingency or cancel this Agreement, and (ii) give Seller, at no cost, complete Copies of all Investigation reports obtained by Buyer, which obligation shall survive the termination of this Agreement.
  - C. **Buyer indemnity and Seller protection for entry upon property:** Buyer shall: (i) keep the Property free and clear of liens; (ii) repair all damage arising from Buyer Investigations; and (iii) indemnify and hold Seller harmless from all resulting liability, claims, demands, damages and costs of Buyer's Investigations. Buyer shall carry, or Buyer shall require anyone acting on Buyer's behalf to carry, policies of liability, workers' compensation and other applicable insurance, defending and protecting Seller from liability for any injuries to persons or property occurring during any Buyer Investigations or work done on the Property at Buyer's direction prior to Close Of Escrow. Seller is advised that certain protections may be afforded Seller by recording a "Notice of Non-responsibility" (C.A.R. Form NNR) for Buyer Investigations and work done on the Property at Buyer's direction. Buyer's obligations under this paragraph shall survive the termination or cancellation of this Agreement and Close Of Escrow.
  - D. **BUYER IS STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY AND ALL MATTERS AFFECTING THE VALUE OR DESIRABILITY OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE ITEMS SPECIFIED BELOW. IF BUYER DOES NOT EXERCISE THESE RIGHTS, BUYER IS ACTING AGAINST THE ADVICE OF BROKERS. BUYER UNDERSTANDS THAT ALTHOUGH CONDITIONS ARE OFTEN DIFFICULT TO LOCATE AND DISCOVER, ALL REAL PROPERTY CONTAINS CONDITIONS THAT ARE NOT READILY APPARENT AND THAT MAY AFFECT THE VALUE OR DESIRABILITY OF THE PROPERTY. BUYER AND SELLER ARE AWARE THAT BROKERS DO NOT GUARANTEE, AND IN NO WAY ASSUME RESPONSIBILITY FOR, THE CONDITION OF THE PROPERTY. BROKERS HAVE NOT AND WILL NOT VERIFY ANY OF THE ITEMS IN THIS PARAGRAPH 17, UNLESS OTHERWISE AGREED IN WRITING.**
  - E. **SIZE, LINES, ACCESS AND BOUNDARIES:** Lot size, property lines, legal or physical access and boundaries including features of the Property shared in common with adjoining landowners, such as walls, fences, roads and driveways, whose use or responsibility for maintenance may have an effect on the Property and any encroachments, easements or similar matters that may affect the Property. (Fences, hedges, walls and other natural or constructed barriers or markers do not necessarily identify true Property boundaries. Property lines may be verified by survey.) (Unless otherwise specified in writing, any numerical statements by Brokers regarding lot size are APPROXIMATIONS ONLY, which have not been and will not be verified, and should not be relied upon by Buyer.)
  - F. **ZONING AND LAND USE:** Past, present, or proposed laws, ordinances, referendums, initiatives, votes, applications and permits affecting the current use of the Property, future development, zoning, building, size, governmental permits and inspections. Any zoning violations, non-conforming uses, or violations of "setback" requirements. (Buyer should also investigate whether these matters affect Buyer's intended use of the Property.)

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



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- G. UTILITIES AND SERVICES:** Availability, costs, restrictions and location of utilities and services, including but not limited to, sewerage, sanitation, septic and leach lines, water, electricity, gas, telephone, cable TV and drainage.
- H. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel, oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, including mold (airborne, toxic or otherwise), fungus or similar contaminant, materials, products or conditions.
- I. GEOLOGIC CONDITIONS:** Geologic/seismic conditions, soil and terrain stability, suitability and drainage including any slippage, sliding, flooding, drainage, grading, fill (compacted or otherwise), or other soil problems.
- J. NATURAL HAZARD ZONE:** Special Flood Hazard Areas, Potential Flooding (Inundation) Areas, Very High Fire Hazard Zones, State Fire Responsibility Areas, Earthquake Fault Zones, Seismic Hazard Zones, or any other zone for which disclosure is required by Law.
- K. PROPERTY DAMAGE:** Major damage to the Property or any of the structures or non-structural systems and components and any personal property included in the sale from fire, earthquake, floods, landslides or other causes.
- L. NEIGHBORHOOD, AREA AND PROPERTY CONDITIONS:** Neighborhood or area conditions, including Agricultural Use Restrictions pursuant to the Williamson Act (Government Code §§51200-51295), Right To Farm Laws (Civil Code §3482.5 and §3482.6), schools, proximity and adequacy of law enforcement, crime statistics, the proximity of registered felons or offenders, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, abandoned mining operations on the Property, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.
- M. COMMON INTEREST SUBDIVISIONS; OWNER ASSOCIATIONS:** Facilities and condition of common areas (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others), Owners' Association that has any authority over the subject property, CC&Rs, or other deed restrictions or obligations, and possible lack of compliance with any Owners' Association requirements.
- N. SPECIAL TAX:** Any local agencies that levy a special tax on the Property pursuant to the Mello-Roos Community Facilities Act or Improvement Bond Act of 1915.
- O. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants and the right of a landlord to terminate a tenancy.
- P. MANUFACTURED HOME PLACEMENT:** Conditions that may affect the ability to place and use a manufactured home on the Property.
- 18. TITLE AND VESTING:**
- A.** Within the time specified in paragraph 19, Buyer shall be provided a current preliminary title report ("Preliminary Report"). The Preliminary Report is only an offer by the title insurer to issue a policy of title insurance and may not contain every item affecting title. Buyer's review of the Preliminary Report and any other matters which may affect title are a contingency of this Agreement as specified in paragraph 19B. The company providing the Preliminary Report shall, prior to issuing a Preliminary Report, conduct a search of the General Index for all Sellers except banks or other institutional lenders selling properties they acquired through foreclosure (REOs), corporations, and government entities. Seller shall within 7 Days After Acceptance, give Escrow Holder a completed Statement of Information.
- B.** Title is taken in its present condition subject to all encumbrances, easements, covenants, conditions, restrictions, rights and other matters, whether of record or not, as of the date of Acceptance except for: (i) monetary liens of record (which Seller is obligated to pay off) unless Buyer is assuming those obligations or taking the Property subject to those obligations; and (ii) those matters which Seller has agreed to remove in writing.
- C.** Within the time specified in paragraph 19A, Seller has a duty to disclose to Buyer all matters known to Seller affecting title, whether of record or not.
- D.** At Close Of Escrow, Buyer shall receive a grant deed conveying title (or, for stock cooperative or long-term lease, an assignment of stock certificate or of Seller's leasehold interest), including oil, mineral and water rights if currently owned by Seller. Title shall vest as designated in Buyer's supplemental escrow instructions. THE MANNER OF TAKING TITLE MAY HAVE SIGNIFICANT LEGAL AND TAX CONSEQUENCES. CONSULT AN APPROPRIATE PROFESSIONAL.
- E.** Buyer shall receive a "CLTA/ALTA Homeowner's Policy of Title Insurance", if applicable to the type of property and buyer. A title company, at Buyer's request, can provide information about the availability, desirability, coverage, and cost of various title insurance coverages and endorsements. If Buyer desires title coverage other than that required by this paragraph, Buyer shall instruct Escrow Holder in writing and shall pay any increase in cost.
- 19. TIME PERIODS; REMOVAL OF CONTINGENCIES; CANCELLATION RIGHTS:** The following time periods may only be extended, altered, modified or changed by mutual written agreement. Any removal of contingencies or cancellation under this paragraph by either Buyer or Seller must be exercised in good faith and in writing (C.A.R. Form CR or CC).
- A. SELLER HAS: 7 (or \_\_\_) Days After Acceptance to Deliver to Buyer all Reports, disclosures and information for which Seller is responsible under paragraphs 3M, 7A, 8, 9, 12A, B, and E, 13, 16A and 18A. Buyer after first Delivering to Seller a Notice to Seller to Perform (C.A.R. Form NSP) may cancel this Agreement if Seller has not Delivered the items within the time specified.**
- B. (1) BUYER HAS: 17 (or \_\_\_) Days After Acceptance, unless otherwise agreed in writing, to:**
- (i) complete all Buyer Investigations; review all disclosures, reports, and other applicable information, which Buyer receives from Seller; and approve all matters affecting the Property; and (ii) Deliver to Seller Signed Copies of Statutory Disclosures and other disclosures Delivered by Seller in accordance with paragraph 12A.
- (2) Within the time specified in paragraph 19B(1), Buyer may request that Seller make repairs or take any other action regarding the Property (C.A.R. Form RR). Seller has no obligation to agree to or respond to (C.A.R. Form RRRR) Buyer's requests.**

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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- (3) By the end of the time specified in paragraph 19B(1) (or as otherwise specified in this Agreement), Buyer shall Deliver to Seller a removal of the applicable contingency or cancellation (C.A.R. Form CR or CC) of this Agreement. However, if any report, disclosure or information for which Seller is responsible is not Delivered within the time specified in paragraph 19A, then Buyer has **5 (or \_\_\_\_ ) Days After Delivery** of any such items, or the time specified in paragraph 19B(1), whichever is later, to Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement.
- (4) **Continuation of Contingency:** Even after the end of the time specified in paragraph 19B(1) and before Seller cancels, if at all, pursuant to paragraph 19C, Buyer retains the right, in writing, to either (i) remove remaining contingencies, or (ii) cancel this Agreement based on a remaining contingency. Once Buyer's written removal of all contingencies is Delivered to Seller, Seller may not cancel this Agreement pursuant to paragraph 19C(1).
- C. SELLER RIGHT TO CANCEL:**
- (1) **Seller right to Cancel; Buyer Contingencies:** If, by the time specified in this Agreement, Buyer does not Deliver to Seller a removal of the applicable contingency or cancellation of this Agreement, then Seller, after first Delivering to Buyer a Notice to Buyer to Perform (C.A.R. Form NBP), may cancel this Agreement. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- (2) **Seller right to Cancel; Buyer Contract Obligations:** Seller, after first delivering to Buyer a NBP, may cancel this Agreement if, by the time specified in this Agreement, Buyer does not take the following action(s): (i) Deposit funds as required by paragraph 3A or 3B or if the funds deposited pursuant to paragraph 3A or 3B are not good when deposited; (ii) Deliver a notice of FHA or VA costs or terms as required by paragraph 3D(3) (C.A.R. Form FVA); (iii) Deliver a letter as required by paragraph 3J(1); (iv) Deliver verification as required by paragraph 3C or 3H or if Seller reasonably disapproves of the verification provided by paragraph 3C or 3H; (v) Return Statutory Disclosures as required by paragraph 12A; or (vi) Sign or initial a separate liquidated damages form for an increased deposit as required by paragraphs 3B and 27B; or (vii) Provide evidence of authority to sign in a representative capacity as specified in paragraph 19. In such event, Seller shall authorize the return of Buyer's deposit, except for fees incurred by Buyer.
- D. NOTICE TO BUYER OR SELLER TO PERFORM:** The NBP or NSP shall: (i) be in writing; (ii) be signed by the applicable Buyer or Seller; and (iii) give the other Party at least **2(or \_\_\_\_ ) Days After Delivery** (or until the time specified in the applicable paragraph, whichever occurs last) to take the applicable action. A NBP or NSP may not be Delivered any earlier than **2 Days** Prior to the expiration of the applicable time for the other Party to remove a contingency or cancel this Agreement or meet an obligation specified in paragraph 19.
- E. EFFECT OF BUYER'S REMOVAL OF CONTINGENCIES:** If Buyer removes, in writing, any contingency or cancellation rights, unless otherwise specified in writing, Buyer shall conclusively be deemed to have: (i) completed all Buyer investigations, and review of reports and other applicable information and disclosures pertaining to that contingency or cancellation right; (ii) elected to proceed with the transaction; and (iii) assumed all liability, responsibility and expense for Repairs or corrections pertaining to that contingency or cancellation right, or for the inability to obtain financing.
- F. CLOSE OF ESCROW:** Before Buyer or Seller may cancel this Agreement for failure of the other Party to close escrow pursuant to this Agreement, Buyer or Seller must first Deliver to the other Party a demand to close escrow (C.A.R. Form DCE). The DCE shall: (i) be signed by the applicable Buyer or Seller; and (ii) give the other Party at least **3 (or \_\_\_\_ ) Days After Delivery** to close escrow. A DCE may not be Delivered any earlier than **3 Days** Prior to the scheduled close of escrow.
- G. EFFECT OF CANCELLATION ON DEPOSITS:** If Buyer or Seller gives written notice of cancellation pursuant to rights duly exercised under the terms of this Agreement, the Parties agree to Sign mutual instructions to cancel the sale and escrow and release deposits, if any, to the party entitled to the funds, less fees and costs incurred by that party. Fees and costs may be payable to service providers and vendors for services and products provided during escrow. Except as specified below, **release of funds will require mutual Signed release instructions from the Parties, judicial decision or arbitration award.** If either Party fails to execute mutual instructions to cancel escrow, one Party may make a written demand to Escrow Holder for the deposit (C.A.R. Form BDRD or SDRD). Escrow Holder, upon receipt, shall promptly deliver notice of the demand to the other Party. If, within 10 Days After Escrow Holder's notice, the other Party does not object to the demand, Escrow Holder shall disburse the deposit to the Party making the demand. If Escrow Holder complies with the preceding process, each Party shall be deemed to have released Escrow Holder from any and all claims or liability related to the disbursement of the deposit. Escrow Holder, at its discretion, may nonetheless require mutual cancellation instructions. **A Party may be subject to a civil penalty of up to \$1,000 for refusal to sign cancellation instructions if no good faith dispute exists as to who is entitled to the deposited funds (Civil Code §1057.3).**
- 20. REPAIRS:** Repairs shall be completed prior to final verification of condition unless otherwise agreed in writing. Repairs to be performed at Seller's expense may be performed by Seller or through others, provided that the work complies with applicable Law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. Seller shall: (i) obtain invoices and paid receipts for Repairs performed by others; (ii) prepare a written statement indicating the Repairs performed by Seller and the date of such Repairs; and (iii) provide Copies of invoices and paid receipts and statements to Buyer prior to final verification of condition.
- 21. FINAL VERIFICATION OF CONDITION:** Buyer shall have the right to make a final verification of the Property within **5 (or \_\_\_\_ ) Days** Prior to Close Of Escrow, NOT AS A CONTINGENCY OF THE SALE, but solely to confirm: (i) the Property is maintained pursuant to paragraph 16; (ii) Repairs have been completed as agreed; and (iii) Seller has complied with Seller's other obligations under this Agreement (C.A.R. Form VP).
- 22. ENVIRONMENTAL HAZARD CONSULTATION:** Buyer and Seller acknowledge: (i) Federal, state, and local legislation impose liability upon existing and former owners and users of real property, in applicable situations, for certain legislatively defined, environmentally hazardous substances; (ii) Broker(s) has/have made no representation concerning the applicability of any such Law to this transaction or to Buyer or to Seller, except as otherwise indicated in this Agreement; (iii) Broker(s) has/have made no representation concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property; and (iv) Buyer and Seller are each advised to consult with technical and legal experts concerning the existence, testing, discovery, location and evaluation of/for, and risks posed by, environmentally hazardous substances, if any, located on or potentially affecting the Property.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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Property Address: APN: 013-260-056 Olive Hwy. Oroville, CA

Date: 11-4-2015

23. PRORATIONS OF PROPERTY TAXES AND OTHER ITEMS: Unless otherwise agreed in writing, the following items shall be PAID CURRENT and prorated between Buyer and Seller as of Close Of Escrow: real property taxes and assessments, interest, rents, HOA regular, special, and emergency dues and assessments imposed prior to Close Of Escrow, premiums on insurance assumed by Buyer, payments on bonds and assessments assumed by Buyer, and payments on Mello-Roos and other Special Assessment District bonds and assessments that are now a lien. The following items shall be assumed by Buyer WITHOUT CREDIT toward the purchase price: prorated payments on Mello-Roos and other Special Assessment District bonds and assessments and HOA special assessments that are now a lien but not yet due. Property will be reassessed upon change of ownership. Any supplemental tax bills shall be paid as follows: (i) for periods after Close Of Escrow, by Buyer; and (ii) for periods prior to Close Of Escrow, by Seller (see C.A.R. Form SPT or SBSA for further information). TAX BILLS ISSUED AFTER CLOSE OF ESCROW SHALL BE HANDLED DIRECTLY BETWEEN BUYER AND SELLER. Prorations shall be made based on a 30-day month.

24. BROKERS:

- A. **COMPENSATION:** Seller or Buyer, or both, as applicable, agrees to pay compensation to Broker as specified in a separate written agreement between Broker and that Seller or Buyer. Compensation is payable upon Close Of Escrow, or if escrow does not close, as otherwise specified in the agreement between Broker and that Seller or Buyer.
- B. **SCOPE OF DUTY:** Buyer and Seller acknowledge and agree that Broker: (i) Does not decide what price Buyer should pay or Seller should accept; (ii) Does not guarantee the condition of the Property; (iii) Does not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) Does not have an obligation to conduct an inspection of common areas or areas off the site of the Property; (v) Shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Broker; (vi) Shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) Shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) Shall not be responsible for verifying square footage, representations of others or information contained in Investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) Shall not be responsible for determining the fair market value of the Property or any personal property included in the sale; (x) Shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (xi) Shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

25. REPRESENTATIVE CAPACITY: If one or more Parties is signing the Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in paragraph 37 or 38 and attach a Representative Capacity Signature Addendum (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on the Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity (i) represents that the entity for which that party is acting already exists and (ii) shall Deliver to the other Party and Escrow Holder, within 3 Days After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code §18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

26. JOINT ESCROW INSTRUCTIONS TO ESCROW HOLDER:

- A. The following paragraphs, or applicable portions thereof, of this Agreement constitute the joint escrow instructions of Buyer and Seller to Escrow Holder, which Escrow Holder is to use along with any related counter offers and addenda, and any additional mutual instructions to close the escrow: paragraphs 1, 3, 4B, 5, 6, 7A, 8, 9, 12B, 18, 19G, 23, 24A, 25, 26, 32, 35, 36, 37, 38 and paragraph D of the section titled Real Estate Brokers on page 11. If a Copy of the separate compensation agreement(s) provided for in paragraph 24A, or paragraph D of the section titled Real Estate Brokers on page 10 is deposited with Escrow Holder by Broker, Escrow Holder shall accept such agreement(s) and pay out from Buyer's or Seller's funds, or both, as applicable, the Broker's compensation provided for in such agreement(s). The terms and conditions of this Agreement not set forth in the specified paragraphs are additional matters for the information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions, if any, directly from Escrow Holder and will execute such provisions within the time specified in paragraph 9B(1)(c). To the extent the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller will execute additional instructions, documents and forms provided by Escrow Holder that are reasonably necessary to close the escrow and, as directed by Escrow Holder, within 3 (or \_\_\_ ) Days, shall pay to Escrow Holder or HOA or HOA management company or others any fee required by paragraphs 9, 12 or elsewhere in this Agreement.
- B. A Copy of this Agreement including any counter offer(s) and addenda shall be delivered to Escrow Holder within 3 Days After Acceptance (or \_\_\_\_\_). Buyer and Seller authorize Escrow Holder to accept and rely on Copies and Signatures as defined in this Agreement as originals, to open escrow and for other purposes of escrow. The validity of this Agreement as between Buyer and Seller is not affected by whether or when Escrow Holder Signs this Agreement. Escrow Holder shall provide Seller's Statement of Information to Title company when received from Seller. If Seller delivers an affidavit to Escrow Holder to satisfy Seller's FIRPTA obligation under paragraph 12B, Escrow Holder shall deliver to Buyer a Qualified Substitute statement that complies with federal Law.
- C. Brokers are a party to the escrow for the sole purpose of compensation pursuant to paragraph 24A and paragraph D of the section titled Real Estate Brokers on page 11. Buyer and Seller irrevocably assign to Brokers compensation specified in paragraph 24A, and irrevocably instruct Escrow Holder to disburse those funds to Brokers at Close Of Escrow or pursuant to any other mutually executed cancellation agreement. Compensation instructions can be amended or revoked only with the written consent of Brokers. Buyer and Seller shall release and hold harmless Escrow Holder from any liability resulting from Escrow Holder's payment to Broker(s) of compensation pursuant to this Agreement.
- D. Upon receipt, Escrow Holder shall provide Seller and Seller's Broker verification of Buyer's deposit of funds pursuant to paragraph 3A and 3B. Once Escrow Holder becomes aware of any of the following, Escrow Holder shall immediately notify all Brokers: (i) if Buyer's initial or any additional deposit is not made pursuant to this Agreement, or is not good at time of deposit with Escrow Holder; or (ii) if Buyer and Seller instruct Escrow Holder to cancel escrow.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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Property Address: APN: 013-260-056 Olive Hwy. Oroville, CA

Date: 11-4-2015

E. A Copy of any amendment that affects any paragraph of this Agreement for which Escrow Holder is responsible shall be delivered to Escrow Holder within 3 Days after mutual execution of the amendment.

27. REMEDIES FOR BUYER'S BREACH OF CONTRACT:

A. Any clause added by the Parties specifying a remedy (such as release or forfeiture of deposit or making a deposit non-refundable) for failure of Buyer to complete the purchase in violation of this Agreement shall be deemed invalid unless the clause independently satisfies the statutory liquidated damages requirements set forth in the Civil Code.

B. LIQUIDATED DAMAGES: If Buyer fails to complete this purchase because of Buyer's default, Seller shall retain, as liquidated damages, the deposit actually paid. Buyer and Seller agree that this amount is a reasonable sum given that it is impractical or extremely difficult to establish the amount of damages that would actually be suffered by Seller in the event Buyer were to breach this Agreement. Release of funds will require mutual, Signed release instructions from both Buyer and Seller, judicial decision or arbitration award. AT TIME OF ANY INCREASED DEPOSIT BUYER AND SELLER SHALL SIGN A SEPARATE LIQUIDATED DAMAGES PROVISION INCORPORATING THE INCREASED DEPOSIT AS LIQUIDATED DAMAGES (C.A.R.FORM RID).

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

28. DISPUTE RESOLUTION:

A. MEDIATION: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action through the C.A.R. Consumer Mediation Center (www.consumermediation.org) or through any other mediation provider or service mutually agreed to by the Parties. The Parties also agree to mediate any disputes or claims with Broker(s), who, in writing, agree to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. Mediation fees, if any, shall be divided equally among the Parties involved. If, for any dispute or claim to which this paragraph applies, any Party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED. Exclusions from this mediation agreement are specified in paragraph 28C.

B. ARBITRATION OF DISPUTES: The Parties agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The Parties also agree to arbitrate any disputes or claims with Broker(s), who, in writing, agree to such arbitration prior to, or within a reasonable time after, the dispute or claim is presented to the Broker. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The Parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 28C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Buyer's Initials \_\_\_\_\_ / \_\_\_\_\_

Seller's Initials \_\_\_\_\_ / \_\_\_\_\_

C. ADDITIONAL MEDIATION AND ARBITRATION TERMS:

(1) EXCLUSIONS: The following matters are excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; and (iii) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court.

(2) PRESERVATION OF ACTIONS: The following shall not constitute a waiver nor violation of the mediation and arbitration provisions: (i) the filing of a court action to preserve a statute of limitations; (ii) the filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies; or (iii) the filing of a mechanic's lien.

(3) BROKERS: Brokers shall not be obligated nor compelled to mediate or arbitrate unless they agree to do so in writing. Any Broker(s) participating in mediation or arbitration shall not be deemed a party to the Agreement.

29. SELECTION OF SERVICE PROVIDERS: Brokers do not guarantee the performance of any vendors, service or product providers ("Providers"), whether referred by Broker or selected by Buyer, Seller or other person. Buyer and Seller may select ANY Providers of their own choosing.

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

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Property Address: APN: 013-260-056 Olive Hwy. Oroville, CA

Date: 11-4-2015

- 30. **MULTIPLE LISTING SERVICE ("MLS"):** Brokers are authorized to report to the MLS a pending sale and, upon Close Of Escrow, the sales price and other terms of this transaction shall be provided to the MLS to be published and disseminated to persons and entities authorized to use the information on terms approved by the MLS.
- 31. **ATTORNEY FEES:** In any action, proceeding, or arbitration between Buyer and Seller arising out of this Agreement, the prevailing Buyer or Seller shall be entitled to reasonable attorneys fees and costs from the non-prevailing Buyer or Seller, except as provided in paragraph 28A.
- 32. **ASSIGNMENT:** Buyer shall not assign all or any part of Buyer's interest in this Agreement without first having obtained the written consent of Seller. Such consent shall not be unreasonably withheld unless otherwise agreed in writing. Any total or partial assignment shall not relieve Buyer of Buyer's obligations pursuant to this Agreement unless otherwise agreed in writing by Seller (C.A.R. Form AOAA).
- 33. **EQUAL HOUSING OPPORTUNITY:** The Property is sold in compliance with federal, state and local anti-discrimination Laws.
- 34. **TERMS AND CONDITIONS OF OFFER:** This is an offer to purchase the Property on the above terms and conditions. The liquidated damages paragraph or the arbitration of disputes paragraph is incorporated in this Agreement if initialed by all Parties or if incorporated by mutual agreement in a counteroffer or addendum. If at least one but not all Parties initial, a counter offer is required until agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of Acceptance. Buyer has read and acknowledges receipt of a Copy of the offer and agrees to the confirmation of agency relationships. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of Brokers' compensation. This Agreement and any supplement, addendum or modification, including any Copy, may be Signed in two or more counterparts, all of which shall constitute one and the same writing.
- 35. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Except as otherwise specified, this Agreement shall be interpreted and disputes shall be resolved in accordance with the Laws of the State of California. **Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed, except in writing Signed by Buyer and Seller.**
- 36. **DEFINITIONS:** As used in this Agreement:
  - A. "Acceptance" means the time the offer or final counter offer is accepted in writing by a Party and is delivered to and personally received by the other Party or that Party's authorized agent in accordance with the terms of this offer or a final counter offer.
  - B. "Agreement" means this document and any counter offers and any incorporated addenda, collectively forming the binding agreement between the Parties. Addenda are incorporated only when Signed by all Parties.
  - C. "C.A.R. Form" means the most current version of the specific form referenced or another comparable form agreed to by the parties.
  - D. "Close Of Escrow" means the date the grant deed, or other evidence of transfer of title, is recorded.
  - E. "Copy" means copy by any means including photocopy, NCR, facsimile and electronic.
  - F. "Days" means calendar days. However, after Acceptance, the last Day for performance of any act required by this Agreement (including Close Of Escrow) shall not include any Saturday, Sunday, or legal holiday and shall instead be the next Day.
  - G. "Days After" means the specified number of calendar days after the occurrence of the event specified, not counting the calendar date on which the specified event occurs, and ending at 11:59 PM on the final day.
  - H. "Days Prior" means the specified number of calendar days before the occurrence of the event specified, not counting the calendar date on which the specified event is scheduled to occur.
  - I. "Deliver", "Delivered" or "Delivery", unless otherwise specified in writing, means and shall be effective upon: personal receipt by Buyer or Seller or the individual Real Estate Licensee for that principal as specified in the section titled Real Estate Brokers on page 11, regardless of the method used (i.e., messenger, mail, email, fax, other).
  - J. "Electronic Copy" or "Electronic Signature" means, as applicable, an electronic copy or signature complying with California Law. Buyer and Seller agree that electronic means will not be used by either Party to modify or alter the content or integrity of this Agreement without the knowledge and consent of the other Party.
  - K. "Law" means any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state or federal legislative, judicial or executive body or agency.
  - L. "Repairs" means any repairs (including pest control), alterations, replacements, modifications or retrofitting of the Property provided for under this Agreement.
  - M. "Signed" means either a handwritten or electronic signature on an original document, Copy or any counterpart.
- 37. **EXPIRATION OF OFFER:** This offer shall be deemed revoked and the deposit, if any, shall be returned to Buyer unless the offer is Signed by Seller and a Copy of the Signed offer is personally received by Buyer, or by \_\_\_\_\_ who is authorized to receive it, by 5:00 PM on the third Day after this offer is signed by Buyer (or by \_\_\_\_\_  AM/  PM, on \_\_\_\_\_ (date)).

One or more Buyers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date \_\_\_\_\_ BUYER \_\_\_\_\_  
(Print name) City of Oroville

Date \_\_\_\_\_ BUYER \_\_\_\_\_  
(Print name) \_\_\_\_\_

Additional Signature Addendum attached (C.A.R. Form ASA).

Buyer's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

Seller's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )

VLPA REVISED 11/14 (PAGE 10 OF 11)

VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 10 OF 11)

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



Property Address: APN: 013-260-056 Olive Hwy. Oroville, CA

Date: 11-4-2015

38. ACCEPTANCE OF OFFER: Seller warrants that Seller is the owner of the Property, or has the authority to execute this Agreement. Seller accepts the above offer and agrees to sell the Property on the above terms and conditions, and agrees to the above confirmation of agency relationships. Seller has read and acknowledges receipt of a Copy of this Agreement, and authorizes Broker to Deliver a Signed Copy to Buyer.

(If checked) SELLER'S ACCEPTANCE IS SUBJECT TO ATTACHED COUNTER OFFER (C.A.R. Form SCO or SMCO) DATED:

One or more Sellers is signing the Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (C.A.R. Form RCSD) for additional terms.

Date SELLER (Print name) Successor Agency to the former Oroville Redevelopment Agency

Date SELLER (Print name)

Additional Signature Addendum attached (C.A.R. Form ASA).

(Initials) (Do not initial if making a counter offer.) CONFIRMATION OF ACCEPTANCE: A Copy of Signed Acceptance was personally received by Buyer or Buyer's authorized agent on (date) at AM/ PM. A binding Agreement is created when a Copy of Signed Acceptance is personally received by Buyer or Buyer's authorized agent whether or not confirmed in this document. Completion of this confirmation is not legally required in order to create a binding Agreement; it is solely intended to evidence the date that Confirmation of Acceptance has occurred.

REAL ESTATE BROKERS:

- A. Real Estate Brokers are not parties to the Agreement between Buyer and Seller. N/A
B. Agency relationships are confirmed as stated in paragraph 2.
C. If specified in paragraph 3A(2), Agent who submitted the offer for Buyer acknowledges receipt of deposit.
D. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Selling Firm) and Cooperating Broker agrees to accept, out of Listing Broker's proceeds in escrow, the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or a reciprocal MLS. If Listing Broker and Cooperating Broker are not both Participants of the MLS, or a reciprocal MLS, in which the Property is offered for sale, then compensation must be specified in a separate written agreement (C.A.R. Form CBC). Declaration of License and Tax (C.A.R. Form DLT) may be used to document that tax reporting will be required or that an exemption exists.

Real Estate Broker (Selling Firm) By CalBRE Lic. # Date Address City State Zip Telephone Fax E-mail
Real Estate Broker (Listing Firm) By CalBRE Lic. # Date Address City State Zip Telephone Fax E-mail

ESCROW HOLDER ACKNOWLEDGMENT:

Escrow Holder acknowledges receipt of a Copy of this Agreement, (if checked, a deposit in the amount of \$ counter offer numbers Seller's Statement of Information and supplemental escrow instructions and the terms of Escrow Holder's general provisions.

Escrow Holder is advised that the date of Confirmation of Acceptance of the Agreement as between Buyer and Seller is

Escrow Holder By Escrow # Address Date Phone/Fax/E-mail

Escrow Holder has the following license number # Department of Business Oversight, Department of Insurance, Bureau of Real Estate.

PRESENTATION OF OFFER: Listing Broker presented this offer to Seller on (date). Broker or Designee Initials

REJECTION OF OFFER: No counter offer is being made. This offer was rejected by Seller on (date). Seller's Initials

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Buyer's Acknowledge that page 10 is part of this Agreement ( ) ( )

Reviewed by Broker or Designee



VACANT LAND PURCHASE AGREEMENT (VLPA PAGE 11 OF 11)



013-260-055

013-260-056

Parcels of Interest

0 125 250 500  
Feet

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

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

**RE: POTENTIAL SALE OF CITY HOUSING ASSET PROPERTIES**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider the potential sale of three (3) City-owned housing asset properties identified as: 247 Canyon Highlands Drive, 2485 Nevada Street and 730 Bird Street, Oroville.

**DISCUSSION**

On October 8, 2014, the former City Administrator approved an agreement with Rosenow Spevacek Group, Inc. (RSG), to develop an Affordable Housing Asset Strategic Plan to provide a framework for the City of Oroville to decide whether to sell, retain and/or develop housing asset properties. Senate Bill (SB) 341 enacted several new requirements in 2013 that needed to be considered before the disposition of the Former Oroville Redevelopment Agency (RDA)-owned real property. Three of the properties evaluated are City-owned.

Based on RSG's review of expenditures and the list of former RDA-owned and City-owned properties; RSG recommends evaluating each property to determine if it can be retained to develop affordable rental housing or sold to fund extremely low income rental housing subsidies. Ultimately, recommending that the City retain properties that are zoned to permit rental housing development and large enough to support such a use, at least for a five to ten year period while staff seeks developers for the sites. The sites that will not support rental housing development may be sold so the sales proceeds can fund extremely low income rental housing subsidies and other activities. The list of City-owned housing properties and recommendations are listed below:

<b>Address</b>	<b>APN</b>	<b>Property Type</b>	<b>Lot Size</b>	<b>Zoning</b>	<b>Recommendation</b>
247 Canyon Highlands	033-170-029 033-170-030	Single family	4,719 37,897	AR1	Sell <u>City-owned</u>
2485 Nevada	013-073-006	Single-family	5,227	R1	Sell <u>City-owned</u>
730 Bird	012-064-010	Single-family	5,227	R1	Sell <u>City-owned</u>

CC-17

Staff is requesting that the Council consider using the same method for the disposition of the residential properties that is currently being used to sell the commercial former RDA properties. Whereas, staff/Successor Agency (SA) sells the properties and staff time would be paid for from the Housing Asset Fund. A reduced commission (50%) would be paid to brokers that bring a successful buyer to the City.

### **FISCAL IMPACT**

Revenue received from the sale of these properties will be deposited in the Housing Asset Fund (141-4959-8910) to be used for future extremely-low rental projects and administration costs.

### **RECOMMENDATION**

Provide direction to staff, as necessary.

### **ATTACHMENTS**

Oroville Affordable Housing Asset Strategy Report



BETTER COMMUNITIES. BOLDER FUTURES.

ROSENOW SPEVACEK GROUP INC.  
309 WEST 4TH STREET  
SANTA ANA, CALIFORNIA  
92701-4502

T 714 541 4585  
F 714 541 1175  
E INFO@WEBRSG.COM  
WEBRSG.COM

November 9, 2015

Via Electronic Mail

Amy Bergstrand, Management Analyst III  
CITY OF OROVILLE  
1735 Montgomery Street  
Oroville, CA 95965

### **OROVILLE AFFORDABLE HOUSING ASSET STRATEGY**

The purpose of this report is to provide a framework for the City of Oroville ("City") to decide whether to sell, retain, or develop 12 real properties that were transferred to the City from the former Oroville Redevelopment Agency ("Agency") after its dissolution in 2012. As outlined in this Strategy, Senate Bill ("SB") 341 enacted several new requirements in 2013 that need to be considered before disposition of real property.

Most notably, SB 341 requires that at least 30 percent of program-related Low and Moderate Income Housing Asset Fund ("Housing Asset Fund") expenditures must be spent on extremely low income rental housing. RSG estimates the approximate cost of subsidizing an extremely low-income unit may be approximately \$81,930 per unit in Oroville today. Depending on how many properties are sold and other Housing Asset Fund activity, we estimate that at least \$200,000 may need to be spent on extremely low income rental housing by June 30, 2019 to the avoid losing sales proceeds and other housing funds. As such, it may not be appropriate in every case to sell property and face losing the proceeds unless the City is intentional as to what it would do with the proceeds.

Based on our review of the factors to be considered, RSG recommends evaluating each property to determine if it can be retained to develop affordable rental housing or sold to fund extremely low income rental housing subsidies. A Housing Property Disposition Decision Tree has been provided to guide the City's decision based on factors such as zoning, size, estimated market value, and excess surplus considerations. It is ultimately recommended that the City consider retaining properties that are zoned to permit rental housing development and large enough to support such a use, at least for a five to ten year period while staff seeks a developer for the sites. The sites that will not support rental housing development may be sold so the sales proceeds can fund extremely low income rental housing subsidies and other activities.

FISCAL HEALTH  
ECONOMIC DEVELOPMENT  
REAL ESTATE, HOUSING  
AND HEALTHY COMMUNITIES

## Real Property Assets

Twelve real properties transferred from the former Agency, or purchased by the City with Housing Asset Funds, are being considered for sale:

1. Robinson & Veatch Street (formerly 1550 & 1560 Veatch St; vacant land)
2. APN 033-232-021 / Oroville Dam Boulevard (vacant land)
3. APN 033-232-001 / Oroville Dam Boulevard & Highlands (vacant land)
4. 1130 Pomona Avenue (vacant land)
5. 3054 Spencer Avenue (single-family house)
6. 3265 Glen Avenue (single-family house)
7. 770 Robinson Street (single-family house)
8. 1289 Robinson Street (single-family house that needs to be demolished)
9. 1729 Boynton Avenue (single-family house historically used for relocation)
10. 247 Canyon Highlands Drive (single-family house)
11. 2485 Nevada Avenue (single-family house)
12. 730 Bird Street (single-family house)

Appendix A contains more details on each property.

The City is required to initiate affordable housing activities on or sell former Agency properties that were not already developed for affordable housing by September 7, 2017<sup>1</sup>. If the City is unable to initiate affordable housing activities on these properties within the 5 year period, the law allows for a 5 year extension by resolution. However, either by sale or development, these properties cannot merely sit on the City's books beyond 10 years.

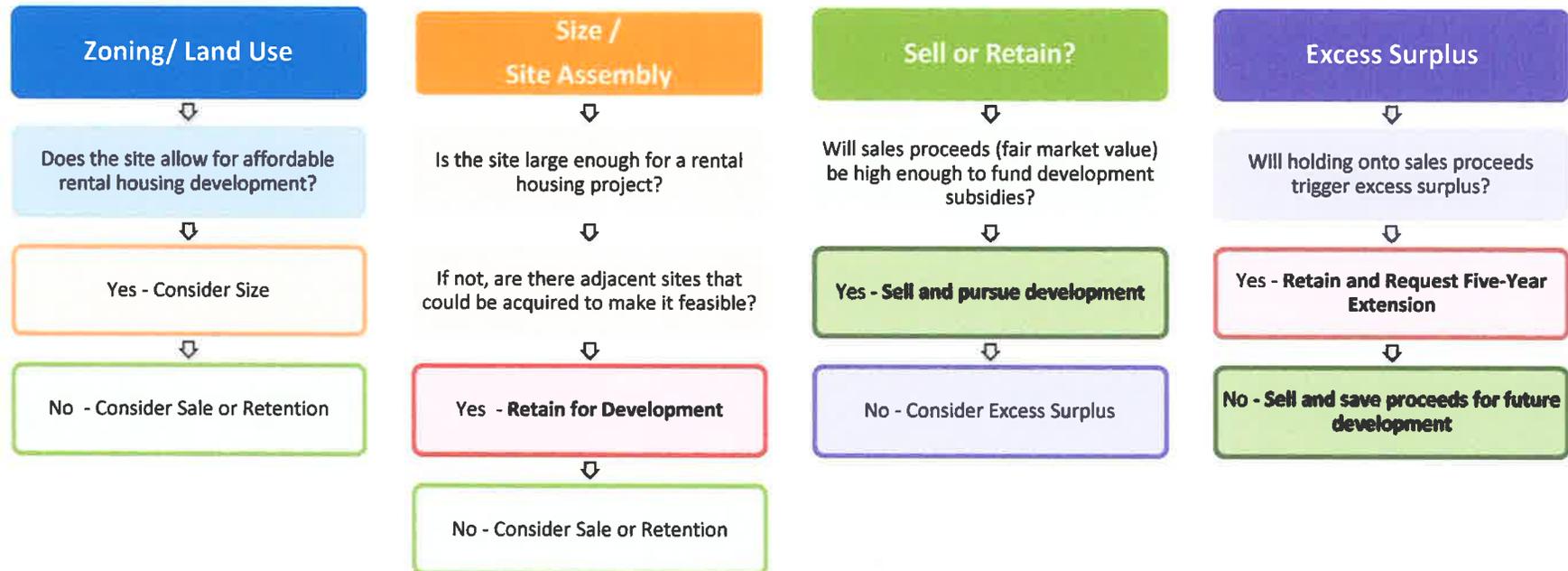
There are several factors that need to be considered when deciding to sell or develop property. Ultimately, any program-related Housing Asset Fund expenditure will trigger a need to spend money on extremely low income rental units. The City therefore needs to consider whether a site can be developed for affordable rental housing development, or if the sales proceeds could be enough to fund affordable housing rental development.

The following page presents a decision tree to help the City decide whether to sell or retain property transferred from the former Agency. It is followed by a more detailed discussion of SB 341's requirements and recommendations on selling or retaining property to meet those requirements.

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<sup>1</sup> HSC 34176.1(e) and HSC 33334.16

### HOUSING PROPERTY DISPOSITION DECISION TREE



### SB 341 Expenditure Limitations

It is important to consider how sales proceeds can be spent before deciding whether to retain, develop, or dispose of properties. There are strict limitations on how sales proceeds may be spent by income category and age, and it may be necessary to retain properties to meet these requirements.

All sales proceeds and other revenues from former Agency assets, such as loan repayments and residual receipts, must be deposited into the Housing Asset Fund and spent within the limitations below:

- Administrative costs are capped at \$200,000 annually.<sup>2</sup> Eligible expenses include costs related to monitoring and preserving long-term affordability covenants and administering the development of affordable housing.
- Homeless prevention and rapid rehousing services are capped at \$250,000 annually.<sup>3</sup> Allowable activities include, but are not limited to, the provision of short- or medium-term rental housing, housing relocation and stabilization services (i.e. housing search, mediation, or outreach to property owners), credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management.
- Any other expenditures are limited to developing housing affordable to households earning 80% or less of the Area Median Income ("AMI"). Housing Asset Fund monies may not be used on moderate income housing.
  - At least 30% of expenditures must be on extremely low income (30% AMI) rental housing within a 5-year compliance period (January 1, 2014 – June 30, 2019 and every 5 years thereafter). This tends to be the most difficult challenge given the typical subsidy for a unit would be \$81,930, as discussed in the next section.
  - No more than 20% of expenditures may be on households earning more than 60% of the AMI within the 5-year period.<sup>4</sup>
- No more than 50% of all deed-restricted rental units may be limited to seniors if produced by the former Agency or City during the preceding 10 years.<sup>5</sup> As of Fiscal Year 2013-14, 33% of deed-restricted rental units assisted by the Agency or City within the last 10 years were senior projects.
- Unencumbered funds may not exceed the greater of \$1 million or the aggregate amount deposited into the Housing Asset Fund during the preceding four fiscal years.<sup>6</sup> The first meaningful calculation of excess surplus cannot be made until FY 2016-17. It is unlikely

---

<sup>2</sup> HSC 34176.1(a)(1)

<sup>3</sup> HSC 34176.1(a)(2)

<sup>4</sup> HSC 34176.1(a)(3)

<sup>5</sup> HSC 34176.1(b)

<sup>6</sup> HSC 34176.1(d)

that the City will generate an excess surplus over the next five years based on projected revenues and expenditures.

The City will face further restrictions if it fails to comply with these requirements. If the City fails to comply with the extremely low income expenditure requirement by the end of a five-year compliance period, it will have to ensure that 50 percent of remaining Housing Asset Funds are spent on extremely low income rental units until it is in compliance. If the City exceeds the expenditure limit on households earning more than 60% AMI by the end of a five-year compliance period, the City will not be allowed to expend funds on that income category until it is in compliance.

If the City accumulates an excess surplus and fails to encumber the funds within three fiscal years, it would be required to transfer any excess surplus to the Department of Housing and Community Development.

#### **Asset Disposition Considerations & Options**

Property sales alone will not trigger expenditure requirements unless the sales proceeds cause unencumbered funds to add up to over \$1 million. This is unlikely because projected revenues are expected to be less than projected expenditures over the next five years, and the estimated market value of the former Agency properties would not be enough to accumulate \$1 million in unencumbered funds. Table 1 presents an estimated cash flow for the first five-year compliance period of January 1, 2014 through June 30, 2019. Future revenues are roughly estimated based on actual expenditures from January to December 2014 and budgeted amounts for Fiscal Year 2014-15. Future expenditures are limited to administrative and monitoring costs within the annual cap and a minimal amount of program-related expenditures based on activities that have already been initiated.

TABLE 1  
 HOUSING ASSET FUND CASH FLOW  
 CITY OF OROVILLE

	Jan-Dec2014	Jan-Jun 2015	2015-16	2016-17	2017-18	2018-19	Total
<b>BEGINNING BALANCE</b>	<b>1,072,380</b>	<b>\$ 954,449</b>	<b>\$ 860,551</b>	<b>\$ 699,551</b>	<b>\$ 808,300</b>	<b>\$ 507,490</b>	
<b>Revenues</b>							
Loan Repayments	45,685	39,965	55,000	55,000	55,000	55,000	305,650
LPP Lease Payments	18,814	10,000	20,000	20,000	20,000	20,000	108,814
Residual Receipts	-	-	-	-	-	-	-
Interest	46,772	15,920	39,000	42,900	47,190	51,909	243,691
Investment Earnings	2,398	2,000	3,000	3,000	3,000	3,000	16,398
Sales Proceeds /1	-	-	-	721,555	-	-	721,555
Miscellaneous	1,653	2,000	2,000	2,000	2,000	2,000	11,653
Transfers / Adjustments	22,578	-	-	-	-	-	22,578
<b>TOTAL</b>	<b>\$ 137,899</b>	<b>\$ 69,885</b>	<b>\$ 119,000</b>	<b>\$ 844,455</b>	<b>\$ 127,190</b>	<b>\$ 131,909</b>	<b>\$ 1,430,338</b>
<b>Expenditures</b>							
Administration / Monitoring	103,173	163,783	150,000	150,000	150,000	150,000	866,956
Homeless Prevention	-	-	-	-	-	-	-
Program Expenditures	152,657	-	65,000	292,853	139,000	-	649,510
Lease to Purchase	95,000	-	65,000	98,000	139,000	-	397,000
First-Time Homebuyer	-	-	-	-	-	-	-
Rehabilitation Program	(75)	-	-	-	-	-	(75)
Emergency Repair Grants	-	-	-	-	-	-	-
Minor Repair Loans	-	-	-	-	-	-	-
Landscape Improvement	-	-	-	-	-	-	-
Foreclosure Purchase	57,732	-	-	-	-	-	57,732
Ext. Low Inc. Rental Subsidies	-	-	-	194,853	-	-	194,853
<b>TOTAL</b>	<b>\$ 255,830</b>	<b>\$ 163,783</b>	<b>\$ 280,000</b>	<b>\$ 735,706</b>	<b>\$ 428,000</b>	<b>\$ 150,000</b>	<b>\$ 2,013,319</b>
<b>ENDING BALANCE</b>	<b>\$ 954,449</b>	<b>\$ 860,551</b>	<b>\$ 699,551</b>	<b>\$ 808,300</b>	<b>\$ 507,490</b>	<b>\$ 489,399</b>	

*Extremely Low Income (30% AMI) Rental Housing Expenditure (at least 30% of program expenditures)* **30%**  
*Low Income (60-80% AMI) Expenditures (no more than 20% of program expenditures) /1* **15%**

1/ Assumes that six single-family homes are sold at an estimated fair market value of \$721,555.

2/ Assumes that upcoming Lease to Purchase program expenditures are on households making less than 60% AMI. If they make more than 60% AMI, additional Housing Asset Funds will need to be spent on extremely low income households. Alternatively, the upcoming Lease to Purchase program loans could be made with other funds so it does not trigger SB 341 expenditure requirements.

Expenditures on items other than administrative costs (capped at \$200,000 annually) and homeless prevention/repaid rehousing (capped at \$250,000 annually) trigger the need to spend money on extremely low income rental housing within the five-year compliance period. In 2014, the City spent \$152,657 on program related expenditures out of the Housing Asset Fund, primarily on the Lease to Purchase Program. Staff anticipates spending an additional \$302,000 within the compliance period on Lease to Purchase Program activities that have already been initiated. If no other expenditures are made, the City could have to spend approximately \$455,000 on funding low income housing programs by June 30, 2019. This generates a need to spend an additional \$194,853 on extremely low income rental housing, as demonstrated in Table 2, Scenario 1.

TABLE 2  
 REQUIRED EXTREMELY LOW INCOME RENTAL EXPENDITURES  
 CITY OF OROVILLE

	Scenario 1		Scenario 2	
	Expenditures	% Total	Expenditures	% Total
Actual Expenditures Jan 2014 -Dec 2014 /1	152,657		152,657	
Planned Expenditures Jan 2014 - Jun 2019 /2	302,000		0	
<i>Subtotal</i>	<u>454,657</u>	70%	<u>152,657</u>	70%
Required Ext. Low Inc. Rental Expenditures	194,853	30%	65,424	30%
<b>Total</b>	<b>649,510</b>	<b>100%</b>	<b>218,081</b>	<b>100%</b>

1/ Lease to Purchase and Foreclosure Purchase Programs  
 2/ Planned Lease to Purchase Program Loans

Expenditures on households making 60-80% AMI may not exceed 20% of program expenditures. If the anticipated Lease to Purchase Program loans are for households making 60% AMI or higher, additional monies will need to be spent on extremely low and very low income households. The City could consider funding the anticipated Lease to Purchase program loans outside of the Housing Asset Fund if possible. In that case the City would only need to spend an estimated \$65,424 on extremely low income rental housing in proportion to expenditures already made through December 2014. This is demonstrated in Table 2, Scenario 2. Expenditures on moderate income households are not permitted out of the Housing Asset Fund.

Table 3 calculates the estimated cost for subsidizing a two-bedroom extremely low income rental unit in Oroville. The annual subsidy amount is approximately \$4,100 based on the difference between current market rents and 2014 affordable housing costs set by the State. The total cost to subsidize a unit over time is an estimated \$81,930 applying a 5 percent capitalization rate.

TABLE 3  
 EXTREMELY LOW INCOME RENTAL SUBSIDY  
 OROVILLE, CA

Two-Bedroom Apt Market Rent /1	688
Affordable Housing Cost /2	396
Less Utility Allowance /3	<u>55</u>
<b>Subsidized Rent</b>	<b>\$ 341</b>
Annual Subsidy	4,097
Capitalization Rate	<u>5%</u>
<b>Capitalized Rent Subsidy</b>	<b>\$ 81,930</b>

1/ Zillow, Trulia, and Hotpads, March 2015  
 2/ Three-person household, Butte County, 2014  
 3/ Butte County Utilities Schedule, August 2014

The City will need to subsidize at least one extremely low income rental unit based on expenditures made from January to December 2014. At least two additional units will need to be subsidized if anticipated Lease to Purchase Program expenditures are made out of the Housing Asset Fund. Additional extremely low and very low expenditures may be necessary if households assisted by the Lease to Purchase Program in the future exceed 60% AMI.

**Recommendations**

The City needs to identify strategies to produce at least 1-3 extremely low income deed-restricted rental units. The Housing Property Disposition Decision Tree can help the City determine whether any real properties transferred from the former Agency should be retained for development or sold to leverage proceeds to fund affordable housing subsidies. It is recommended that the City consider retaining any properties that are zoned to permit rental housing development and large enough to support such a use, at least for a five to ten year period while staff seeks a developer for the sites. The sites that will not support rental housing development may be sold so the sales proceeds can fund extremely low income rental housing subsidies and other activities. Although it is unlikely, the City should be mindful of whether a sale could cause the City to accumulate an excess surplus.

The attached Appendix lists the 12 properties being considered for sale, their zoning, size, estimated market value, and recommended disposition for the City's consideration.

Sincerely,  
 ROSENOW SPEVACEK GROUP, INC.

Jim Simon  
 Principal

Suzy Kim  
 Associate

APPENDIX

REAL PROPERTIES CONSIDERED FOR SALE OR DEVELOPMENT  
 CITY OF OROVILLE

	Address	APN	Property Type	Lot SF	Zoning	Estimated Market Value /1	Recommended Action
1	1550 & 1560 Veatch St.	012-133-009	Vacant land	8,712	R2	\$ 18,731	Consider retaining for rental housing development
2	1130 Pomona Avenue	012-135-040	Vacant land	6,534	R2	\$ 14,000	Consider retaining for rental housing development
3	Oroville Dam Blvd & Highlands	033-232-001	Vacant land	6,098	R1	\$ 13,112	Consider retaining if zone change is feasible
4	Oroville Dam Blvd	033-232-021	Vacant land	7,841	R1	\$ 16,858	Consider retaining if zone change is feasible
5	770 Robinson St.	012-121-009	Single-family	4,356	R1	\$ 64,313	Sell
6	1289 Robinson St.	012-133-005	Single-family	6,098	R2	\$ 13,111	Consider retaining after demolishing home
7	1729 Boynton Avenue	013-083-003	Single-family	6,969	R2	\$ 101,299	Retain if needed for relocation, otherwise sell
8	3054 Spencer Avenue	013-223-006	Single-family	4,791	R2	\$ 76,523	Sell
9	3265 Glen Avenue	068-300-095	Single-family	14,810	R1	\$ 110,318	Sell
10	247 Canyon Highlands	033-170-030	Single-family	37,897	AR1	\$ 212,200	Sell
11	2485 Nevada Ave	013-073-006	Single-family	5,227	R1	\$ 107,736	Sell
12	730 Bird Street	012-064-010	Single-family	5,227	R1	\$ 136,318	Sell

**CITY OF OROVILLE  
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: SCOTT E. HUBER, CITY ATTORNEY**

**RE: REGULATION OF CULTIVATION, PROCESSING, DISTRIBUTION AND DELIVERY OF MEDICAL MARIJUANA**

**DATE: NOVEMBER 17, 2015**

**SUMMARY**

The Council may consider an amendment to the Oroville Municipal Code related to the regulation of cultivation, processing, distribution and delivery of medical marijuana in the City of Oroville.

**DISCUSSION**

In 1996, the voters of the State of California approved Proposition 215 entitled "The Compassionate Use Act of 1996" or "CUA" to enable seriously ill Californians, under the care of a physician, to legally possess, use, and cultivate marijuana for medical use under state law. In 2003, the California Legislature adopted SB 420 entitled the Medical Marijuana Program ("MMP") which permits qualified patients and their primary caregivers to associate collectively or cooperatively to cultivate marijuana for medical purposes without being subject to criminal prosecution under the California Penal Code. Neither the CUA nor the MMP require or impose an affirmative duty or mandate upon a local government to allow, authorize, or sanction the establishment of facilities that cultivate or process medical marijuana within its jurisdiction. Under the Federal Controlled Substances Act, the use, possession, and cultivation of marijuana are unlawful and subject to federal prosecution without regard to a claimed medical need.

On October 9, 2015, Governor Jerry Brown signed the Medical Marijuana Regulation and Safety Act ("MMRSA"). The MMRSA actually consists of three different pieces of legislation, Assembly Bill 243 (Wood), Assembly Bill 266 (Bonta), and Senate Bill 643 (McGuire). Each of the bills has passed the California Legislature and were signed by the Governor. The bills were endorsed by the League of California Cities, California Police Chiefs Association, and Cannabis Industry Association. The California State Sheriffs' Association has taken a neutral position.

MMRSA provides for comprehensive state licensing and regulation of medical marijuana cultivation, processing, transportation, and distribution. It would place the Department of Food and Agriculture in charge of licensing indoor and outdoor cultivation sites, mandate the Department of Pesticide Regulation to develop pesticide standards for cultivation, and

require the Department of Public Health to develop standards for the production and labeling of edible products.

MMRSA also creates a Bureau of Medical Marijuana Regulation within the Department of Consumer Affairs. It provides a dual licensing system, with the State issuing licenses and local governments issuing permits for medical marijuana dispensaries, cultivation, and delivery, beginning in 2018. It requires the Department of Consumer Affairs to license dispensaries, distributors, and transport entities dealing with medical marijuana, and provide restrictions on holding more than one such license in the medical marijuana cultivation and distribution chain. It also ties the validity of state licenses to local permits (i.e., a state license becomes invalid if a local permit is denied or revoked).

Under the MMRSA, local governments retain the right to choose whether to permit or prohibit medical marijuana dispensaries. In addition, local governments can either permit or prohibit marijuana cultivation, processing, and delivery. However, if local governments want to regulate any aspect of medical marijuana, it must have ordinances to regulate marijuana in effect on or before March 1, 2016.

Section 26-10.120 of the Oroville Municipal Code (“OMC”) currently prohibits medical marijuana dispensaries in all zoning districts. Further, section 26-16.200 of the OMC prohibits outdoor cultivation, and regulates the indoor cultivation of medical marijuana. The OMC does not address the processing or delivery of medical marijuana.

If the Council would like to enact any regulation related to the processing or delivery of medical marijuana, or if the Council would like to make any changes to the current regulations related to dispensaries and cultivation of medical marijuana, it would need to begin the process on or before the December 15, 2015 Council meeting to allow sufficient time for any changes to go into effect.

#### **FISCAL IMPACT**

None.

#### **RECOMMENDATION**

Provide direction to staff, as needed.

#### **ATTACHMENT**

Ordinance 1799 (Regulation Regarding Growth and Cultivation of Cannabis for Medical Purposes)

**CITY OF OROVILLE  
ORDINANCE NO. 1799**

**AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING CHAPTER 26 OF THE CODE OF THE CITY OF OROVILLE BY ADDING §26-16.200 AND AMENDING §26-04.020 AND §26-16 FOR THE PURPOSE OF SPECIFYING THE CITY'S REGULATIONS REGARDING GROWTH AND CULTIVATION OF CANNABIS FOR MEDICAL PURPOSES WITHIN THE CITY OF OROVILLE**

**WHEREAS**, at the July 10, 2012 City Council meeting, the Council directed the Medical Marijuana Ad-hoc Committee and City staff to research and develop an ordinance pertaining to the cultivation of medical marijuana within the City of Oroville; and

**WHEREAS**, pursuant to Article V of the Oroville City Charter, amendments to the City's Municipal Code may be initiated by the Oroville City Council; and

**WHEREAS**, the Oroville Planning Commission shall hold a public hearing on any proposed amendment to Chapter 26 of the City's Municipal Code; and

**WHEREAS**, at the December 17, 2012 Planning Commission meeting, the Oroville Planning Commission reviewed the proposed ordinance and recommended the City Council adopt the ordinance with their modifications as presented; and

**WHEREAS**, amending the Municipal Code as proposed will protect the public health, safety and welfare by regulating the cultivation of medical marijuana to prevent unwanted visual impacts and odors created by marijuana plants from impacting adjacent properties, and to ensure that marijuana grown for medical purposes remains secure and does not find its way to non-patients or illicit markets; and

**WHEREAS**, nothing in this Municipal Code amendment is intended to impair any viable legal defense available to a person using or in possession of medical marijuana pursuant to the Compassionate Use Act (Health and Safety Code Section 11362.5) or the Medical Marijuana Program Act (Health and Safety Code Section 11362.7 et. seq.).

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

**SECTION 1.** Chapter 26, Section 26-04.020 of the Oroville Municipal Code will be amended to include the following definitions:

**A. Definitions, "A".**

"Authorized Grower" A person who is authorized by federal or state law to grow marijuana for personal use or medical use in compliance with local, state, or federal laws authorizing such marijuana cultivation.

**B. Definitions, "B".**

"Bedroom" A room inside a residential building being utilized by any person for sleeping

purposes as evidenced by a bed, personal effects, and other indications evidencing that the room is being utilized for sleeping purposes.

**C. Definitions, "C".**

"Child Care Center" Any licensed child care center, daycare center, childcare home, or any preschool.

"Cultivation" The planting, growing, harvesting, drying, or processing of marijuana plants or any part thereof for medical use consistent with the Compassionate Use Act (Health and Safety Code Section 11362.5) or the Medical Marijuana Program Act (Health and Safety Code Section 11362.7 et. seq.).

**D. Definitions, "D".**

"Detached, fully-enclosed and secure structure" A building completely detached from a residence that complies with the Oroville Building Code and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily broken through, such as two inch by four inch (2" x 4") or thicker studs overlaid with three-eighths (3/8") inch or thicker plywood or the equivalent. Exterior walls must be constructed with non-transparent material. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.

**E. Definitions, "E".**

"Enforcement Officer" The Chief of Police, City of Oroville Code Enforcement Specialist, or any designee of either of them.

**I. Definitions, "I".**

"Indoors" Within a fully enclosed and secure structure.

"Immature Marijuana Plant" A marijuana plant, whether male or female, that has not yet flowered and which does not yet have buds that are readily observed by unaided visual examination.

**L. Definitions, "L".**

"Legal parcel" Any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (Government Code §§ 66410 et. seq.).

**M. Definitions, "M".**

"Mature Marijuana Plant" A marijuana plant, whether male or female, that has flowered and which has buds that are readily observed by unaided visual examination.

**O. Definitions, "O".**

"Outdoor" Any location within the City that is not within a fully enclosed and secure structure.

**P. Definitions, "P".**

"Premises" A single, legal parcel of property. Where contiguous legal parcels are under

common ownership or control, such contiguous legal parcels shall constitute a single "premises" for purposes of this chapter.

"Primary caregiver" A "primary caregiver" as defined in Health and Safety Code section 11362.7(d).

**Q. Definitions, "Q".**

"Qualified patient" A "qualified patient" as defined in Health and Safety Code section 11362.7(f).

**R. Definitions, "R".**

"Rear yard" The rear open space portion of any premises, whether fenced or unfenced.

"Residential structure" Any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking and sanitation on a premises or legal parcel located within a residential or agricultural-residential zoning district.

**S. Definitions, "S".**

"School" An institution of learning for persons under twenty-one (21) years of age, whether public or private, offering regular courses of instruction including, without limitation, a kindergarten, elementary school, middle or junior high school, or senior high school.

"Solid fence" A fence constructed of substantial material (such as wood) that prevents viewing the contents from one side to the other.

**SECTION 2.** Chapter 26, Section 26-16 of the Oroville Municipal Code will be amended to include the following:

**26-16.200 Medical Marijuana Cultivation**

**SECTION 3.** Section 26-16.200 will be added to Chapter 26 of the Oroville Municipal Code and will include the following:

***26-16.200 Medical Marijuana Cultivation***

**A. Purpose and intent**

It is the purpose and intent of this chapter to require that medical marijuana be cultivated only in appropriately secured, enclosed, and ventilated structures, so as not to be visible to the general public, to provide for the health, safety and welfare of the public, to prevent odor created by marijuana plants from impacting adjacent properties, and to ensure that marijuana grown for medical purposes remains secure and does not find its way to non-patients or illicit markets. Nothing in this chapter is intended to impair any viable legal defense available to a person using or in possession of medical marijuana pursuant to the Compassionate Use Act (Health and Safety Code Section 11362.5) or the Medical Marijuana Program Act (Health and Safety Code Section 11362.7 et. seq.) Nothing in this chapter is intended to authorize the cultivation, possession, or use of marijuana for non-medical purposes in violation of state or federal law.

**B. Definitions**

For the purposes of this chapter, the following definitions shall apply as defined in §26-

04.020, unless the context clearly indicates otherwise. If a word is not defined in this chapter, the common and ordinary meaning of the word shall apply.

- Authorized Grower
- Bedroom
- Child Care Center
- Cultivation
- Detached, fully-enclosed and secure structure
- Enforcement Officer
- Indoors
- Immature Marijuana Plant
- Legal parcel
- Mature Marijuana Plant
- Outdoor
- Premises
- Primary caregiver
- Qualified patient
- Rear yard
- Residential structure
- School
- Solid fence

### **C. Cultivation of medical marijuana**

The following regulations shall apply to the cultivation of medical marijuana within the City:

1. No person, other than a qualified patient or primary caregiver, may engage in cultivation of medical marijuana. It is hereby declared to be unlawful and a public nuisance for any person or persons owning, leasing, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the City to cultivate medical marijuana except as provided for in this section (§26-16.200).
2. *Residency Requirement.* Either a qualified patient or primary caregiver shall reside full-time on the premises where the medical marijuana cultivation occurs.
3. *Outdoor Cultivation.* It is unlawful and a public nuisance for any person owning, leasing, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the City to cause or allow such parcel or premises to be used for the outdoor cultivation of marijuana plants.
4. *Residential Structure Cultivation.* It is unlawful and a public nuisance for any person to cultivate medical marijuana inside any residential structure or building without a medical marijuana cultivation permit issued by the City Police Chief or his or her designee, as provided herein.
5. *Cultivation in Non-Residential Zones.* Cultivation of medical marijuana is prohibited in all agricultural (except agricultural-residential), commercial, office, industrial, open space, special purpose, mixed use, and other non-residential zoning districts.
6. *Proximity to Schools, Child Care Centers, and Parks.* It is unlawful and a public nuisance to cultivate medical marijuana on any legal parcel or premises within two hundred fifty (250) feet of any school, child care center, or public park. The two hundred fifty (250) feet shall be measured from the closest property line of the school, child care center, or park to the closest property line of the cultivation parcel.
7. *Cultivation Area.* It is hereby declared to be unlawful and a public nuisance for any person(s) owning, leasing, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the City to cultivate medical marijuana within a detached structure equal to or less than one hundred twenty (120) square feet in size.
8. *Indoor Cultivation in Residential Zones.* The indoor cultivation of medical marijuana in a residential zone shall only be conducted within a detached, fully-enclosed and secure structure greater than one hundred twenty (120) square feet in size or within a

residential structure conforming to the following minimum standards:

- a. Any detached structure, regardless of square footage, constructed, altered or used for the cultivation of medical marijuana must have a valid building permit duly issued by the Building Official. The Building Official shall consult with the Planning Director and Police Chief in consideration of any building permit application seeking a building permit for the construction or alteration of any structure to be used for medical marijuana cultivation.
- b. Indoor grow lights shall not exceed one thousand two hundred (1,200 W) watts and shall comply with the California Building, Electrical and Fire Codes as adopted by the City. Gas products (including, without limitation, CO<sub>2</sub>, butane, propane, and natural gas), or generators shall not be used within any detached structure used for the cultivation of medical marijuana.
- c. Any detached, fully-enclosed and secure structure or residential structure used for the cultivation of medical marijuana must have a ventilation and filtration system installed that shall prevent marijuana plant odors from exiting the interior of the structure and shall comply with the California Building Code. The ventilation and filtration system must be approved by the Building Official and installed prior to commencing cultivation within the detached, fully-enclosed and secure structure or residential structure.
- d. A detached, fully-enclosed and secure structure used for the cultivation of marijuana shall be located in the rear yard area of a legal parcel or premises, maintain a minimum ten (10) foot setback from any property line, and the area surrounding the structure must be enclosed by a solid fence at least six (6) feet in height.
- e. Adequate mechanical or electronic security systems approved by the Building Official and Police Chief must be installed in and around the detached structure or the residential structure prior to the commencement of cultivation.
- f. Medical marijuana cultivation occurring within a residence shall be cultivated in an area no larger than fifty (50) square feet, regardless of how many qualified patients or primary caregivers are residing at the premises.
- g. Cultivation of marijuana shall not take place in the kitchen, bathrooms, or bedrooms being utilized by any person for sleeping purposes in any building.
- h. Cultivation of marijuana shall not take place on any carpeted surface.
- i. Medical marijuana cultivation for sale is prohibited.
- j. Medical marijuana cultivation may not occur in both a detached structure and inside a residence on the same parcel.
- k. ~~Medical marijuana cultivation areas, whether in a detached building or inside a residence, shall not be accessible to persons under eighteen (18) years of age. The Authorized Grower shall take measures to prevent persons under 18 years of age from accessing medical marijuana cultivation areas, whether in a detached building or in a residence.~~

#### **D. Cultivation Permit**

1. Prior to commencing any medical marijuana cultivation the person(s) owning, leasing, occupying, or having charge or possession of any legal parcel or premises where

medical marijuana cultivation is proposed to occur must obtain a medical marijuana cultivation permit from the Police Chief or his or her designee. The following information will be required with the initial permit application and subsequent permit extensions:

- a. A notarized signature from the owner of the property consenting to the cultivation of medical marijuana at the premises on a form acceptable to the City.
  - b. The name of each person, owning, leasing, occupying, or having charge of any legal parcel or premises where medical marijuana will be cultivated.
  - c. The name of each qualified patient or primary caregiver who participates in the medical marijuana cultivation.
  - d. A copy of a current valid medical recommendation or county issued medical marijuana card for each qualified patient and primary caregiver identified as required above.
  - e. The physical site address of where the medical marijuana will be cultivated with a drawing and detailed description of where on the property the marijuana will be cultivated.
  - f. A signed consent form, acceptable to the City, authorizing City staff, including the police department, authority to conduct an inspection of the detached, fully-enclosed and secure structure or area of the residence used for the cultivation of medical marijuana upon twenty-four (24) hours notice.
2. The initial permit shall be valid for no more than two (2) years and may be extended in increments of two (2) years.
  3. To the extent permitted by law, any personal or medical information submitted with a medical marijuana cultivation permit application or permit extension shall be kept confidential and shall only be used for purposes of administering this chapter.
  4. The Police Chief, or his or her designee, may, in his or her discretion deny any application for a medical marijuana cultivation permit, or extension thereof, where he or she finds, based on articulated facts, that the issuance of such permit, or extension thereof, would be detrimental to the public health, safety, or welfare. The Police Chief shall deny an application for a medical marijuana cultivation permit, or extension thereof, which does not demonstrate satisfaction of the minimum requirements of this Chapter. The denial of any permit application, or permit extension, shall be subject to appeal pursuant to Oroville Municipal Code Chapter 26, Section 26-56.100.
  5. The City Council shall establish a fee or fees required to be paid upon filing an application for permit(s) as provided by this chapter, which fees shall not exceed the reasonable cost of administering this chapter.

#### **E. Enforcement**

Violations of this chapter shall constitute a public nuisance and may be enforced pursuant to the provisions of Oroville Municipal Code Chapter 26, Sections 26-56.060 and 26-56.070.

#### **F. Appeals**

Any person aggrieved by any of the requirements of this section may appeal in so far as such appeals are allowed pursuant to Oroville Municipal Code Chapter 26, Section 26-56.100.

\*\*\*\*\*

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting held on October 1, 2013, by the following vote:

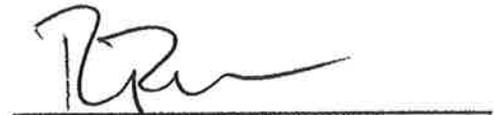
**AYES:** Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor  
Wilcox, Mayor Dahlmeier  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

  
Linda L. Dahlmeier, Mayor

**APPROVED AS TO FORM:**

  
Scott E. Huber, City Attorney

**ATTEST:**

  
Randy Murphy, City Clerk

**OROVILLE CITY COUNCIL  
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS AND**  
**FROM: BILL LAGRONE, POLICE AND FIRE CHIEF**  
**RE: POLICE DEPARTMENT MONTHLY REPORT FOR OCTOBER, 2015**  
**FIRE DEPARTMENT MONTHLY REPORT FOR OCTOBER, 2015**  
**DATE: NOVEMBER 17, 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	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:**

<b>Overtime Budgeted</b>	<b>Overtime Expended YTD</b>	<b>Percentage Expended</b>
\$261,097.00	\$ 158,602.00	60.7%

**Fire Overtime YTD:**

<b>Overtime Budgeted</b>	<b>Overtime Expended YTD</b>	<b>Percentage Expended</b>
\$200,000.00	\$136,603.00	68%

**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
29,472	6:94	6:26 minutes	8 - 11 minutes

**Downtown Foot and Park Patrols:**

	Park Patrols	Downtown Patrols
OCTOBER 2015	136	33
Year to Date	1,354	326

**Parking Enforcement Citations Issued:**

OCTOBER 2015	Year to Date 2015	OCTOBER 2014	Year to date 2014
1	107	8	186

**Police Activity:**

	OCTOBER 2014	OCTOBER 2015	Year to date 2014	Year to date 2015
<b>Arrest</b>				
Misdemeanor	151	263	1,822	2,234
Felony	52	58	644	509

	OCTOBER 2014	OCTOBER 2015	Year to date 2014	Year to date 2015
<b>Citations</b>				
	114	115	1,728	1,312

**Uniform Crime Reporting:**

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

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

**Fire Department Activity:**

<b>Incidents</b>	<b>OCTOBER 2015</b>
Fallen no injury / Medical Alarm	10
Dumpster Fire / Unoccupied Vehicle	2
Vegetation Fire	12
1, 2, or 3 Family Homes	5
Downtown/Apartments/Commercial/Hospitals, etc.	3
Hydrant Sheared off / Water Line Break Outside	7
Alarm Sounding/Smoke/Fireworks	22
Medical Aid/Non CPR	229
Traffic Collision	24
Water Rescue	1
Assist Other Agency	4
<b>Total Incidents</b>	<b>319</b>

<b>Events Year to Date 2015</b>	<b>Average Response Time (Dispatch to Arrival)</b>
3,132	5:05 minutes

**Fire Marshall Inspections:**

	<b>OCTOBER 2015</b>	<b>2015 Year to Date</b>	<b>OCTOBER 2014</b>	<b>2014 Year to Date</b>
Plan Checks	0	43	0	120
Occupancy	20	135	20	105
Fire Inspections	42	198	32	70

**SPCA Statics:**

**Service Calls by Priority:**

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	5	26	5.14
Priority	64	674	10.53
At Officer Convenience	80	542	6.87
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
128	126	62	55	7	0	0

\*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	11 - (9 Dogs) (1 Bird) (1 Other)
Died	4 - (1 Dog) (1 Cat) (1 Bird) (1 Other)
Disposal	15 - (4 Dog) (5 Cats) (6 Other)
Euthanasia	72 - (14 Dogs) (49 Cats) (1 Livestock) (2 Birds) (6 Other)
RTO	22 - (21 Dogs) (1 Cats)
Transfer	2 - (1 Dog) (1 Other)

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

**SPCA After-hours call outs:**

OCTOBER 2015	Fiscal Year to Date
10	103

**Shoes for Kids:**

<b>Shoes Provided</b>	<b>Socks Provided</b>
24	24 (packages)

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

$$3,448.5 \times 21.36 = \text{\$73,659.96}$$

**Total Number of Staff Volunteer Hours for 2015:**

**Volunteer Hours converted to dollar amount:**

Value of Volunteer hour in California \$21.36

$$1250.5 \times \$21.36 = \text{\$26,710.68}$$

**FISCAL IMPACT**

No impact to the General Fund.

**RECOMMENDATIONS**

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



## Butte Countywide Homeless Continuum of Care

### 2010-2015 Funders:

Butte County Department  
of Behavioral Health  
Caminar, Inc.  
City of Chico  
City of Gridley  
City of Oroville  
Community Action Agency  
of Butte County, Inc.  
County of Butte  
Northern Valley Catholic  
Social Service

### Council Members:

Marlene Del Rosario  
City of Oroville  
Marie Demers  
City of Chico  
Calleene Egan  
Caminar  
Erna Friedeberg  
Northern Valley Catholic  
Social Services  
Sarah Frohock  
SHOR Advisory Committee  
Ken Mackell  
Butte County Department  
of Employment and Social  
Services  
Ed Mayer, Secretary  
Housing Authority of the  
County of Butte  
Brad Montgomery  
Greater Chico Homeless  
Task Force  
Don Taylor  
Butte County Department of  
Behavioral Health  
Thomas Tenorio, Chair  
Community Action Agency  
of Butte County, Inc.  
Annie Terry  
Oroville Rescue Mission  
Carol Zanon  
Greater Oroville Homeless  
Coalition

### Coordinator:

Sherisse Allen  
530-680-4088  
sallen@housing-tools.com

November 9, 2015

Council Member Dave Pittman  
City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

Dear Council Member Pittman,

*Something spectacular is about to happen in our community...*

In 2012, over 50 community members throughout Butte County joined together to see what could be accomplished *in one day, at one location* to help those who were homeless. The vision was to offer meaningful, relevant services (not just information) to help those without homes meet their immediate, basic needs, and to receive services that could help them restore and maintain a safe housing situation.

As a result of this herculean effort, **nearly 500 individuals** without homes were able to receive services that changed their lives. Participants expressed a **new sense of hope and resolve**. One man told a local shelter director that he received more help toward ending his homelessness in one day than in the six months at the shelter.

Since that time, the community has lacked the resources to organize such a monumental event, despite the positive outcomes. This year is different. The community is determined to offer **Project Homeless Connect on April 27, 2016** through volunteerism and local contributions. It is time to extend ourselves even further to address the challenges of homelessness in our community.

We wanted to share this news with you and welcome you to participate with us. Attached is an informational flyer. If you would like to learn more about the project or find out how you can contribute, please contact me at 530-892-2323 or at [sherisseallen@housing-tools.com](mailto:sherisseallen@housing-tools.com).

Sincerely,

*Sherisse Allen*

Sherisse Allen  
Continuum of Care Coordinator





## PROJECT HOMELESS CONNECT

- Health Screening
- Housing Assistance
- Mental Health Services
- Job Assistance
- Legal Services
- Social Services
- Bike repair
- Wheelchair repair
- Veteran's Services
- Pet Care
- Clothing and Food
- Dental
- Vision
- Podiatry
- HIV and Hepatitis Test
- DMV Identification
- Social Security
- Haircuts
- Child Care

# Project Homeless Connect

## April 27, 2016

Silver Dollar Fairgrounds, Chico

Project Homeless Connect (PHC) is an event where individuals experiencing homelessness are able to connect with the services they need to move forward. PHC strengthens the collaborations between city agencies, businesses, and organizations to provide comprehensive, holistic services for those who are at risk of becoming homeless, are currently homeless, or are transitioning from shelter to permanent housing.

PHC is a one-day event in which individuals and families without homes receive housing and quality of life resources in one location with the ultimate goal of ending homelessness. PHC is a national movement that began in San Francisco in 2004, and has been replicated by Continuums of Care throughout the nation.

The last PHC that occurred in Butte County was in 2012 and it was a huge success! It was coordinated by the Continuum of Care, service providers, and community members all over the county. Close to 500 individuals received services from over 50 different service providers. We invite you to join us for Project Homeless Connect 2016. There are many ways to get involved, such as joining a planning committee, volunteering on the day of the event, or through monetary and in-kind donations.

Please email Lilith Iversen ([lilithi@butte-housing.com](mailto:lilithi@butte-housing.com)) or Emma Clancy ([emmac@butte-housing.com](mailto:emmac@butte-housing.com)), for more information and to get involved.

**(530) 895-4474 x222**

## Jamie Hayes

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**From:** James Lau <jlau@calwater.com>  
**Sent:** Thursday, November 05, 2015 4:35 PM  
**To:** Linda Dahlmeier  
**Cc:** truggle@calwater.com; CityAdministrator  
**Subject:** rewards program in the Oroville District

Dear Mayor Dahlmeier,

In appreciation of its customers' efforts to reduce their water use during this historic drought, California Water Service (Cal Water) has announced that it will launch a three-month rewards program. Each month, this program will recognize 25 customers in Cal Water's Oroville district who stay within their water budgets during that billing cycle.

Reducing water use tends to be easier during the summer months, as most discretionary water use occurs outdoors when the weather is warmer. From June – September, the Oroville district reduced its water use by 28.2% when compared to the same period in 2013.

As we move toward winter and the weather cools, reducing water use becomes more challenging. The Oroville district must meet state-mandated water use reduction targets of 28%.

To encourage customers in the Oroville district to continue to conserve, 25 customers in this service area who meet or are under their water budgets that month will be drawn at random to receive \$50 gift cards for the December 2015, January 2016, and February 2016 bill cycles. Customers' water consumption for each bill is the month prior to the billing date. Customers who qualify will be automatically entered into each drawing. Those meeting budgets at multiple premises can win only once per month.

The drawings are open to all Cal Water customers with a water budget, both residential and non-residential, except for Cal Water employees, household and immediate family members, suppliers, and affiliates.

More information on the program and full terms and conditions are available at [www.calwater.com/reward](http://www.calwater.com/reward). Details are also being sent to customers in their November bills. If you have any questions, 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.



October 29, 2015

City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965-4820

Dear Oroville City Council,



On behalf of the California State University, Chico's College of Behavioral and Social Sciences and the Center for Economic Development, I would like to personally extend my sincere gratitude for City of Oroville's support of the upcoming 2016 Economic Forecast Conference, scheduled for January 14, 2016 at the Gold Country Casino's Event Center in Oroville.

City of Oroville's sponsorship helps ensure a successful conference, providing an in-depth national, state and regional economic forecast with insight and knowledge about economic trends in the North Valley, from Sacramento to Shasta counties. With an expected attendance of over 500, this conference provides important economic information and networking opportunities, which translates into an economically-stronger tri-county region, positively impacting the citizens of the North State in the years to come.

Your support of the Economic Forecast Conference is greatly appreciated by the University, the College and the CED, and we look forward to partnering with you on future economic development activities. Should you have questions about the status of this contribution or any other aspect of the College of Behavioral and Social Sciences, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Eddie Vela".

Eddie Vela  
Dean College of Behavioral and Social Sciences

cc. Dan Ripke, Director of CED/6695  
September 30, 2015



California Region  
3055 Comcast Place  
Livermore, CA 94551-9559

November 2, 2015

City of Oroville  
1735 Montgomery  
Oroville, CA. 95965

City of Oroville  
NOV 9 2 2015  
Administration

Re: Account Number Changes

As you may already be aware, it is our goal at Comcast to ensure that your office remains informed of programming, services and adjustments we make to enhance our customers' experience.

The purpose of this letter is to inform your office of a recent enhancement which resulted in a change to our customers account numbers. This adjustment will take effect on December 10, 2015.

Attached please find a copy of the notice sent to our subscribers during the week of October 26, 2015.

This account number enhancement does not result in a price or existing service adjustment.

As always, if you should have any questions or concerns regarding the matter, please feel free to contact Lee-Ann Peling, Director of Franchise Operations at (925) 424-0168 ([LeeAnn.Peling@comcast.com](mailto:LeeAnn.Peling@comcast.com)) or me at (925) 424-0207 ([Mitzi.Givens-Russell@comcast.com](mailto:Mitzi.Givens-Russell@comcast.com)).

Sincerely,

Mitzi Givens-Russell  
Franchise Operations Manager  
Comcast California



Sack and Pa Sequen Opt# Endorsement Line VisVis  
Full Name  
C  
Alternate 1 Address  
Delivery Address  
City St ZIP+4

Your account number is changing

Hello {FPO.m},

We know that in the last few months you have been through a billing system change with us. At this time, we need to make additional updates which will require that we give you a new account number again. We apologize for the inconvenience and will do everything we can to make this an easy switch for you.

**When will the new account number take effect?**

Your new account number takes effect on December 10, 2015. It will appear on the first page of your monthly bill and online account thereafter. Please continue to use your existing account number through December 9, 2015.

**When will you need this new account number?**

You'll use your new account number when:

- Paying via your bank's online banking service
- Paying via check
- Speaking with a representative about service

If you're enrolled in automatic payments through Comcast, your account number will update automatically.

**Will this affect my service?**

These changes shouldn't affect your existing service. Your old account number will be linked to your new account number for a year.

**Need more information?**

If you have any questions or want to learn more, visit [xfinity.com/myaccount](http://xfinity.com/myaccount) or call us at 1-800-XFINITY.

Again, thank you for bearing with us while we make these changes. We appreciate you choosing XFINITY.

Sincerely,

Hank Fore  
California Regional Senior Vice-President

Your new account number will also appear on your bills and your account online starting December 10, 2015

Bill

**comcast.**

Account Number: **9999 11 222 3333333**  
 Billing Date: 09/07/14  
 Total Amount Due: \$ 168.94  
 Payment Due By: 09/15/14  
 Page 1 of 4  
 Customer PIN 1234

Contact us: [www.comcast.com](http://www.comcast.com) 1-800-COMCAST

**N E Subscriber** (Statement by request)

For service at:  
 1234 WASHINGTON AVE  
 ANYTOWN ST 12345-0001

**News from Comcast**  
 Thank you for choosing Comcast.

Parents: do you know you have options to help determine which programming is appropriate for your family? Visit [www.comcast.com](http://www.comcast.com) and click on "Parental Controls" to learn more about the types of parental control features that are available as part of your Comcast service.

Big fan of the Broncos? You'll love Broncos ON DEMAND. Watch Pat's Replay, press conferences and more! Tune to Channel 1, go to Sports & Films, then NFL Network ON DEMAND and select from the Broncos ON DEMAND menu. You must have the Sports Entertainment Package for access.

**Previous Statement Summary**

Previous Balance	137.37
Payment - 08/21/14 - Thank You	-100.00
Payment - 08/22/14 - Thank You	-37.37
New Charges - see below	168.94
<b>Total Amount Due</b>	<b>\$168.94</b>
Payment Due By	09/15/14

**New Charges Summary**

XFINITY Bundled Services	42.85
Additional XFINITY TV Services	28.89
Additional XFINITY Internet Services	36.69
Additional XFINITY Voice Service	4.77
XFINITY Home	39.95
Additional Products and Services	5.85
Partial Month Charges & Credits	-5.93
Charges were made to your account this month. See the following pages for more details.	
Other Charges & Credits	4.95
Taxes, Surcharges & Fees	12.42
<b>Total New Charges</b>	<b>\$168.94</b>

You saved \$1.00 this month with your XFINITY services!

Detach and enclose this coupon with your payment. Please write your account number on your check or money order. Do not send cash.

**comcast.**

Account Number: **9999 11 222 3333333**  
 Payment Due By: **09/15/14**  
 Total Amount Due: **\$168.94**  
 Amount Enclosed: \$

1711 E WILSON ST BATAVIA IL 60510-1470  
 800 1234 5678 91011121314151617181920

N E SUBSCRIBER  
 1234 WASHINGTON AVE  
 ANYTOWN ST 12345-0001

Male checks payable to Comcast

COMCAST  
 PO BOX 1577  
 NEWARK NJ 07101-1577

99991122233333300769372

**Account Number** 9999 11 222 3333333  
**Billing Date** 09/07/14  
**Total Amount Due** \$ 168.94  
**Payment Due By** 09/15/14  
 Page 1 of 4  
 Customer PIN 1234

**Statement Summary**

Balance  
 09/01/14 - Thank You  
 09/01/14 - Thank You

Online

**xfinity**

Hello, **N E SUBSCRIBER**  
 Refer your friends to XFINITY® and get up to \$500 in Visa® Prepaid cards.

**\$0.00**

Account: 9999 11 222 3333333

Setup account payments, Manage payments, Check your status, Check my service, Bill my phone, Add or delete services, Manage Family features.

**Billing & Payments**

**Account: 9999 11 222 3333333**

**SCRIBER**  
 to XFINITY®