



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Regular Meeting

FEBRUARY 16, 2016
CLOSED SESSION 5:00 P.M.
OPEN SESSION 6:00 P.M.
AGENDA

CLOSED SESSION (5:00 P.M.)

ROLL CALL

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

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

RECONVENE TO OPEN SESSION

OPEN SESSION (6:00 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

Oaths of Office for Volunteers in Police Service

Presentation by **Donovan Hill** regarding **The Heifer Project**

Presentation **Oroville Area Chamber of Commerce** regarding the **5-Year Strategic Plan**

Presentation by **Tyson Pardee, IT Manager** regarding the **City's New Website**

CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF FEBRUARY 2, 2016 REGULAR MEETING AND FEBRUARY 9, 2016 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL – minutes attached**

Successor Agency:

2. PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC. – staff report

The Council may consider a Professional Services Agreement with Rosenow Spevacek Group, Inc., in an amount not to exceed \$5,000, for administrative and technical services relating to the completion of the Housing Element Annual Report for 2015, which includes additional reporting pursuant to Senate Bill 341 – Health and Safety Code section 34176.1(f). **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 16-03 – A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$5,000, TO PROVIDE ADMINISTRATIVE AND TECHNICAL SERVICES RELATED TO COMPLETING THE 2015 HOUSING ELEMENT ANNUAL REPORT AND IMPLEMENTATION OF SB341 – (Agreement No. 16-01).**

Public Safety Department:

3. AMENDMENT TO EMPLOYMENT AGREEMENT WITH ALLEN W. BYERS – staff report

The Council may consider Amendments to the Employment Agreement with Allen W. Byers, Assistant Chief of Police. **(Bill LaGrone, Personnel Director)**

Council Action Requested: **Adopt Resolution No. 8463 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALLEN W. BYERS – (Agreement No. 3073-1).**

Finance Department:

4. LEAGUE OF CALIFORNIA CITIES MEMBERSHIP DUES FOR 2016 - staff report

The Council may consider approval of payment for dues to the League of California Cities for the 2016 membership. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the 2016 League of California Cities membership dues payment, in the amount of \$5,841.68.**

Community Development Department:

5. MEMORANDUM OF UNDERSTANDING WITH THE BETTE DAVIS ESTATE – staff report

The Council may consider a memorandum of Understanding with Patti Huntington, executer of the Bette Davis Estate, for use of the Estate funds and reimbursement of items for the Pioneer Museum. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8464– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BETTE DAVIS ESTATE OUTLINING THE GOVERNANCE AND COLLABORATION OF THE BETTE DAVIS ESTATE DONATION – (Agreement No. 3165).**

6. 2016 RECOLOGY RECYCLING FEE UPDATE – staff report

The Council will receive an update on a Recology recycling fee increase planned to go into effect on April 1, 2016. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Direct City staff to work with Recology to increase the recycling fee for the recycling efforts that are State mandated to all California cities and communities.**

7. DEFERRED IMPROVEMENTS AGREEMENT WITH KINGS CAR CONNECTION – staff report

The Council may consider a Deferred Improvement Agreement for the deferral of frontage improvements and the paving of the lot at 1859 Ehmann Street (APN: 012-212-080), for a period of 36 months. **(Donald Rust, Director of Community Development Department)**

Council Action Requested: **Adopt Resolution No. 8465 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A DEFERRED IMPROVEMENTS AGREEMENT FOR PROPERTY LOCATED AT 1859 EHMANN STREET (APN: 012-212-080) – (Agreement No. 3166).**

PUBLIC HEARINGS - None

REGULAR BUSINESS

Successor Agency:

8. LAND SALES OF FORMER OROVILLE REDEVELOPMENT AGENCY RESIDENTIAL PROPERTIES – staff report

The Successor Agency may consider options for the sale of residential property assets of the former Oroville Redevelopment Agency identified as: 3054 Spencer Avenue, 3265 Glenn Avenue, 770 Robinson Street, and parcels identified as Assessor Parcel No. 033-232-001 and 033-232-021, Oroville. **(Rick Farley, RDA Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested:

- 1. Provide direction regarding the preferred method of selling residential property assets of the former Oroville Redevelopment Agency identified as: 3054 Spencer Avenue, 3265 Glenn Avenue, 770 Robinson Street, and parcels identified as Assessor Parcel No. 033-232-001 and 033-232-021, Oroville; and**
- 2. Adopt Resolution No. 06-14 – A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY AUTHORIZING AND DIRECTING THE CHAIRPERSON OR ACTING ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF FORMER REDEVELOPMENT AGENCY-OWNED PROPERTIES IDENTIFIED AS: ASSESSOR PARCEL NO. 013-223-006, 068-300-095, 012-121-009, 033-232-001 AND 033-232-021.**

Public Safety Department:

9. FIRE DEPARTMENT BUDGET ADJUSTMENT – staff report

The Council may consider a budget adjustment for increased revenues for out-of-county fire suppression responses relating to the Fire Department. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested:

- 1. Approve the budget adjustment for increased revenues and expenditures, and spending plan, as indicated in the February 16, 2016 staff report; and**
- 2. Authorize the repair of the ladder truck, utilizing the lowest responsible estimate, from Hi-Tech E.V.S., in the approximate amount of \$8.250.**

Finance Department:

10. NEW ORGANIZATIONAL FUND STRUCTURE – staff report

The Council may consider a new organizational fund structure. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the City's new organizational fund structure.**

11. GENERAL FUND RESERVE POLICY – staff report

The Council may consider a City policy for setting aside a reserve to maintain an adequate level of financial resources to protect against unpredicted one-time expenditures. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Approve the Reserve Policy with a reserve target range of 5% to 15%.**

Community Development Department:

12. ORO DAM BOULEVARD GRADING PROJECT – staff report

The Council may consider a resolution making findings and consider the award of an Emergency Construction Contract, to the lowest responsible bidder, Santos Excavating, Inc., in the amount of \$21,838, for the Oro Dam Boulevard Grading Project. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested:

1. **Adopt Resolution No. 8466 - A RESOLUTION OF THE OROVILLE CITY COUNCIL MAKING FINDINGS THAT THE ORO DAM BOULEVARD GRADING PROJECT CONSTITUTES AN EMERGENCY REQUIRING THE EXECUTION OF AN EMERGENCY CONTRACT; AND**
2. **Adopt Resolution No. 8467 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMERGENCY CONSTRUCTION CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, SANTOS EXCAVATING, INC. IN THE AMOUNT OF \$21,838, FOR THE ORO DAM BOULEVARD GRADING PROJECT – (Agreement No. 3167); AND**
3. **Authorize a 5% contract contingency of \$1,092 to only be used for unanticipated and legitimate change orders.**

Business Assistance and Housing Development Department:

13. LAND SALES OF CITY-OWNED RESIDENTIAL PROPERTIES – staff report

The Council may consider options for the sale of City-owned residential property assets identified as: 247 Canyon Highlands Drive, 2485 Nevada Avenue and 730 Bird Street, Oroville. **(Rick Farley, RDA Coordinator and Donald Rust, Director of Community Development)**

Council Action Requested:

1. **Provide direction regarding the preferred method of selling City-owned residential property assets identified as: 247 Canyon Highlands Drive, 2485 Nevada Avenue and 730 Bird Street, Oroville; and**
2. **Adopt Resolution No. 8468 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR ACTING CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF CITY-OWNED PROPERTY**

IDENTIFIED AS: ASSESSOR PARCEL NO. 033-170-029, 033-170-030, 013-073-006 AND 012-064-010.

Administration Department:

14. EXCLUSIVE ECONOMIC DEVELOPMENT AGREEMENT WITH SNYDER COMMERCIAL REAL ESTATE, LLC. AND COMPENSATION AGREEMENT - staff report

The Council will review the Master Disposition and Development Agreement with Snyder Commercial Real Estate, LLC, for the development of the Gateway Project and consider approving a compensation agreement. **(Rick Farley, RDA Coordinator and Donald Rust, Director of Community Development)**

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

- Public Safety Department – activity report

CORRESPONDENCE - None

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 Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and the 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 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: Deputy Fire Chief.
5. 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, March 1, 2016, 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
FEBRUARY 2, 2016 – 5:00 P.M.**

The agenda for the February 2, 2016, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Thursday, January 28, 2015, at 1:10 p.m.

The February 2, 2016 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:05 p.m.

ROLL CALL

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

Absent: None

Staff Present:

Donald Rust, Director of Community Development
Bill LaGrone, Director of Public Safety
Allen Byers, Assistant Police Chief
Tyson Pardee, IT Manager
Amy Bergstrand, Management Analyst III

Ruth Wright, Director of Finance
Sean DeBurgh, Acting City Attorney
Jamie Hayes, Assistant City Clerk
Rick Walls, Interim City Engineer
Rob Buckhout, Battalion Chief

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

PROCLAMATION / PRESENTATION

Mayor Dahlmeier presented a Proclamation to Courtney Parker, Catalyst Domestic Violence Services, recognizing February 2016 as National Teen Dating Violence Prevention & Awareness Month.

Sheldon Chavan, Chavan & Associate, LLP, gave a presentation regarding the 2014-2015 Annual Financial Statement.

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

John Scott – Item No. 6

Tracy Craig – Item No. 17

CONSENT CALENDAR

A motion was made by Council Member Pittman, seconded by Council Member Del Rosario, to approve the following Consent Calendar, with exception of Item No. 3, 6 and 8:

1. **APPROVAL OF THE MINUTES OF JANUARY 19, 2015 REGULAR MEETING AND JANUARY 26, 2016 SPECIAL MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Finance Department:

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

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

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

Community Development Department:

3. **THIS ITEM WAS REMOVED FROM THE CONSENRT CALENDAR (SEE BELOW)**
4. **PROPERTY ASSESSED CLEAN ENERGY FINANCING FOR COMMERCIAL AND RESIDENTIAL PROPERTIES – YGRENE WORKS** – staff report

The Council considered consenting to the inclusion of properties within the jurisdiction of the City of Oroville in the California Home Finance Authority PACE Programs and Associate Membership in the California Home Financing Authority. **(Donald Rust, Director of Community Development)**

Council Action Requested:

1. **Adopt Resolution No. 8455 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO – (Agreement No. 3163); AND**
2. **Adopt Resolution No. 8456 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS, ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO – (Agreement No. 3164).**
5. **PROPERTY ASSESSED CLEAN ENERGY FINANCING FOR COMMERCIAL AND RESIDENTIAL PROPERTIES – CALIFORNIA HERO PROGRAM** – staff report

The Council considered authorizing the California HERO Program to be available to owners of property within the City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure and amend the Western Riverside Council of Governments Joint Powers Agreement to add the City of Oroville as an Associate Member in order that the California HERO Program may be offered to the owners of property located within the City who wish to participate in the Program. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8457 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY’S JURISTICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO.**

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

7. **PROPOSED CITY OF OROVILLE MURAL POLICY – staff report**

The Council considered the proposed Mural Policy for the placement of murals within the City limits. **(Luis Topete, Associate Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8458 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING A MURAL POLICY FOR THE PLACEMENT OF MURALS WITHIN THE OROVILLE CITY LIMITS.**

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

9. **EQUIPMENT PURCHASES FOR CITY’S MECHANIC SHOP – staff report**

The Council considered equipment purchases for the City’s mechanic shop. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of equipment for the City’s mechanic shop, as indicated in the February 2, 2016 staff report.**

10. **STATUS OF THERMALITO WATER AND SEWER DISTRICT EAST TRUNK LINE REPLACEMENT PROJECT – staff report**

The Council received a status update regarding the Thermalito Water and Sewer District’s East Trunk Line Project. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

Administration Department:

11. **UPDATE – JANUARY 2016 SUPPLEMENTAL BENEFITS FUND FUNDING REPORT – staff report**

The Council, serving as the Supplemental Benefits Fund (SBF) Administrator, received information regarding SBF funding and expenditures for January 1, 2016 through January 30, 2016. **(Bob Marciniak, SPF Program Specialist and Donald Rust, Director of Community Development)**

Council Action Requested: **None.**

12. AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION – staff report

The Council considered an Amendment to the Memorandum of Understanding between the City of Oroville and the Oroville Management and Confidential Association **(Bill LaGrone, Acting Personnel Officer)**

Council Action Requested: **Adopt Resolution No. 8462 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION – (Agreement No. 3083-1).**

The motion to approve the Consent Calendar was passed by the following vote:

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

ITEMS REMOVED FROM THE CONSENT CALENDAR

Community Development Department:

3. PROPERTY ASSESSED CLEAN ENERGY FINANCING FOR COMMERCIAL AND RESIDENTIAL PROPERTIES – OPEN PACE PROGRAM – staff report

The Council considered consenting to the inclusion of properties within the territory of the City in the California Statewide Communities Development Authority (CSCDA) Open PACE Programs; authorizing the CSCDA to accept applications from property owners, conduct contractual assessment proceedings and levy contractual assessments within the territory of the City; and authorizing other related actions. **(Donald Rust, Director of Community Development)**

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

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

Adopt Resolution No. 8454 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING OTHER RELATED ACTIONS.

The motion was passed by the following vote:

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

6. FUNDING APPROVAL OF CALRECYCLE TIRE-DERIVED PRODUCT GRANT – staff report

The Council received an update on the funding approval of the CalRecycle Tire-Derived Grant Application, in the amount of \$62,965. **(Donald Rust, Director of Community Development)**

This item was removed from the Consent Calendar at the request of John Scott, a public speaker, to state his opposition to the use of tire-derived products.

Following discussion, the Council directed staff to return to a future meeting of the Oroville City Council with information relating to environmental determinations relating to tire-derive products.

8. LETTER OF REQUEST FOR NEW MEMORANDUM OF UNDERSTANDING WITH THE MONTEREY INSTITUTE OF INTERNATIONAL STUDIES/MIDDLEBURY COLLEGE – staff report

The Council considered a Letter of Request to enter into a new Memorandum of Understanding between the City of Oroville and the Monterey Institute of International Studies/Middlebury College for an international business plan related to Cultural Heritage and Preservation Projects specifically focused on the Chinese Temple. **(Donald Rust, Director of Community Development)**

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

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

Authorize the Mayor to sign a Letter of Request to enter into a new Memorandum of Understanding between the City of Oroville and the Monterey Institute of International Studies/Middlebury College relating to an international business plan related to Cultural Heritage and Preservation Projects specially focused on the Chinese Temple.

The motion was passed by the following vote:

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

PUBLIC HEARINGS - None

REGULAR BUSINESS

Community Development Department:

13. REQUEST TO APPOINT AN OFFICIAL LIAISON TO THE LEAGUE OF CALIFORNIA CITIES – staff report

The Council considered appointing a Council Member as the liaison to serve as the official point of contact for the Sacramento Valley Division of the California Cities. **(Donald Rust, Director of Community Development)**

Mayor Dahlmeier was appointed as the liaison to serve as the official point of contact for the Sacramento Valley Division of the California Cities, and Vice Mayor Wilcox as the alternate.

14. REQUEST FROM THE CALIFORNIA STATE OLD TIME FIDDLERS FOR OVERNIGHT RV PARKING – staff report

The Council considered permitting the overnight parking of approximately fifty RVs, from March 14 – 21, 2016, in specific areas for the 50th Annual California State Old Time Fiddle and Picking Championships. **(Donald Rust, Director of Community Development)**

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

Permit the overnight parking of approximately fifty RVs, from March 14 – 21, 2016, in specific areas for the 50th Annual California State Old Time Fiddle and Picking Championships.

The motion was passed by the following vote:

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

15. PROFESSIONAL SERVICES AGREEMENT WITH HARRIS AND ASSOCIATES – staff report

The Council considered a Professional Services Agreement with Harris and Associates, in the amount of \$9,000, annually, for Assessment District Administrative Reporting Services

relating to the preparation of annual assessment district reports. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development Department)**

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

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

Adopt Resolution No. 8459 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HARRIS & ASSOCIATES, IN THE AMOUNT OF \$9,000, ANNUALLY, FOR THE PREPARATION OF ASSESSMENT DISTRICT AND COMMUNITY FACILITIES DISTRICTS ANNUAL ADMINISTRATIVE REPORTS – (Agreement No. 3163)

The motion was passed by the following vote:

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

16. PROFESSIONAL SERVICES AGREEMENT WITH NRC ENVIRONMENTAL SERVICES, INC. – staff report

The Council considered a Professional Services Agreement with NRC Environmental Services, Inc., in the amount of \$19,000, for the excavation and disposal of waste oil impacted soil located on City-owned property near Parker Avenue, Oroville. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development Department)**

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

Adopt Resolution No. 8460 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH NRC ENVIRONMENTAL SERVICES, INC., IN THE AMOUNT OF \$19,000, FOR THE EXCAVATION AND DISPOSAL OF WASTE OIL IMPACTED SOIL LOCATED ON CITY-OWNED PROPERTY IDENTIFIED AS (APN: 035-270-025) – (Agreement No. 3164).

The motion was passed by the following vote:

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

17. ADDITIONAL OUTREACH EFFORTS FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY’S COMMUNITY-WIDE BROWNFIELDS ASSESSMENT GRANT – staff report

The Council considered authorizing additional outreach efforts for the participation in the

City's U.S. Environmental Protection Agency's Community-Wide Brownfields Assessment Grant. **(Donald Rust, Director of Community Development)**

Tracy Craig, SCS Engineers, spoke to the Council in regards to future outreach efforts relating to the participation in the City's U.S. Environmental Protection Agency's Community-Wide Brownfields Assessment Grant.

Direct staff to conduct additional outreach efforts for the participation in the City's U.S. Environmental Protection Agency Community-Wide Brownfields Assessment Grant, through the assistance of Craig Communications.

18. HIRING OF TEMPORARY EMPLOYEE FOR TRAFFIC EQUIPMENT INSTALLATION PROJECT – staff report

The Council considered hiring a temporary employee to assist the City's Electrician/Signal Technician with the installation of new traffic control equipment. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the hiring of a temporary employee to assist the City's Electrician/Signal Technician with the installation of new traffic control equipment.**

Business Assistance and Housing Development Department:

19. MODIFICATIONS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME SUPPLEMENTAL APPLICATIONS – staff report

The Council provided additional direction to staff regarding the prioritization of Community Development Block Grant Program Income Supplemental Applications. **(Amy Bergstrand, Management Analyst III and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8461 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE AMENDMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT NO. 14-CDBG-9893 STATE STANDARD AGREEMENT TO INCLUDE THE MODIFICATIONS TO SUPPLEMENTAL ACTIVITIES.**

Administration Department:

20. PURCHASE OF NETWORK UPGRADES FOR CITY HALL – staff report

The Council considered the purchase of a new server, utilizing the Western States Contracting Alliance pricing, from Dell, in the amount of \$7,728.80. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of a new server, utilizing the Western States Contracting Alliance pricing, from Dell, in the amount of \$7,728.80.**

21. PURCHASE OF NETWORK UPGRADES FOR THE PUBLIC SAFETY DEPARTMENT – staff report

The Council considered the purchase of a new server, data storage device (SAN), two (2)

network switches and VMware licensing to upgrade the devices, utilizing the Western States Contracting Alliance pricing, from Dell, in the amount of \$24,448.95. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Authorize the purchase of a new server, data storage device (SAN), two (2) network switches and VMware licensing to upgrade the devices, utilizing the Western States Contracting Alliance pricing, from Dell, in the amount of \$24,448.95.**

22. 2016 STATE OF THE CITY ADDRESS VENUE – staff report

The Council considered venue options for the 2016 State of the City Address. **(Donald Rust, Director of Community Development)**

The Council provided directions regarding the State of the City event. Staff will return with one final staff report.

MAYOR/ COUNCIL REPORTS

Vice Mayor Wilcox commended the Lineman's College for their volunteer services at the Chinese Temple and Museum Complex.

Council Member Pittman gave a brief report relating to the Butte County Association of Governments lobbyist activities relating to grant funding opportunities and an update on the current activity surrounding the proposed Oroville Shooting Range.

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

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

- Theft Issues at J & J Auto
- Delay with Presentation by Butte County regarding Community Choice Aggregate Program
- Proposed Sustainable Rural Community Strategy for Oroville, CA.
Mayor Dahlmeier, Vice Mayor Wilcox and Council Member Pittman were appointed to a Cap & Trade Funding Ad hoc Committee
- Butte County Disaster Council Meeting, to be held March 23, 2016
Assigned to Mayor Dahlmeier, Acting City Administrator and Director of Public Safety to attend
- Butte County Homeless Meeting, to be held April 15, 2016
Assigned to Mayor Dahlmeier, Council Member Del Rosario and Pittman (alternate), Acting City Administrator and Director of Public Safety to attend
- Letter of Request for Carl's Jr.
- ICSC Conference in Monterey
Mayor Dahlmeier, Council Member Del Rosario, Director of Community Development, and Associate Planner to attend, March 8 – 10, 2016

Ruth Wright, Director of Finance, introduced the newly hired Accounting Technician, Hope Musler.

CORRESPONDENCE

- Erica Valdez, received January 13, 2016

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

Mayor Dahlmeier addressed issues relating to broadband services within the City of Oroville.

Vince Brown addressed the Council over concerns relating to homeless people residing along the Feather River and local parks.

CLOSED SESSION

The Council will hold 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 Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and the 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 Community Development.
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: Assistant Police Chief.
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: Deputy Fire Chief.
5. Government Code section 54956.9(d), the Council met with the Acting City Administrator and the City Attorney regarding potential litigation – two cases.

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

ADJOURNMENT

The meeting was adjourned at 8:16 p.m. A special meeting of the Oroville City Council will be held on Tuesday, February 9, 2016, at 10:00 a.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE CITY COUNCIL SPECIAL MEETING MINUTES
FEBRUARY 9, 2016 – 10:00 A.M.**

The agenda for the February 9, 2016 special meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall, and on the City of Oroville's website located at www.cityoforoville.org on Thursday, February 4, 2016 at 2:30 p.m.

The February 9, 2016 special meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 10:11 a.m.

ROLL CALL

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

SPECIAL BUSINESS – CLOSED SESSION

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators, Director of Community Development, Director of Finance, Director of Public Safety, 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.

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

ADJOURNMENT

The meeting was adjourned at 1:09 p.m. to a regular meeting of the Oroville City Council to be held on Tuesday, February 16, 2016, at 5:00 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

**OROVILLE SUCCESSOR AGENCY
STAFF REPORT**

TO: CHAIRPERSON AND COMMISSIONERS

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

**RE: PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW
SPEVACEK GROUP, INC.**

DATE: FEBRUARY 16, 2016

SUMMARY

The Commission may consider an Amendment to the Professional Services Agreement with Rosenow Spevacek Group, Inc. (RSG), in an amount not to exceed \$5,000, for administrative and technical services relating to the completion of the Housing Element Annual Report for 2015, which includes additional reporting required pursuant to Senate Bill 341 - Health and Safety Code section 34176.1(f).

DISCUSSION

Government Code section 65400 requires that Annual Progress Reporting's (APR) are to be prepared and submitted annual to the State Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR). As a charter city, while filing is not statutorily required, Oroville stands to gain access to HCD grant funding for affordable housing projects and programs by voluntarily filing these reports, as well as making it easier to administer and undertake future periodic updates to its Housing Element. Further, Health and Safety Code section 34176.1 (f) requires the City (as the housing successor to the former Oroville Redevelopment Agency) to conduct and provide to the City Council an independent financial audit for the Low and Moderate Income Housing Asset Fund inherited from the former Redevelopment Agency within 6 months of the end of each fiscal year. Beyond the audit, the APR (starting with 2014) will need to be expanded to include additional information not found in the HCD annual report template pursuant to this same section of the Health and Safety Code.

Staff is seeking Successor Agency approval, in an amount not to exceed \$5,000, for the completion of the Housing Element Annual Report for year 2015 and for the implementation of SB 341.

FISCAL IMPACT

Funding of \$5,000 is available from the Housing Asset Fund.

Housing Asset Fund (Outside Services)	141-7000-8910	\$5,000
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RECOMMENDATION

Adopt Resolution No. 16-03 – A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC. IN AN AMOUNT NOT TO EXCEED \$5,000, TO PROVIDE ADMINISTRATIVE AND TECHNICAL SERVICES RELATED TO COMPLETING THE 2015 HOUSING ELEMENT ANNUAL REPORT AND IMPLEMENTATION OF SB341 – (Agreement No. 16-01).

ATTACHMENTS

Resolution No 16-03
Agreement No. 16-01

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**OROVILLE SUCCESSOR AGENCY
RESOLUTION NO. 16-03**

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE AUTHORIZING AND DIRECTING THE CHAIRPERSON TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ROSENOW SPEVACEK GROUP, INC., IN AN AMOUNT NOT TO EXCEED \$5,000, TO PROVIDE ADMINISTRATIVE AND TECHNICAL SERVICES COMPLETING THE 2015 HOUSING ELEMENT ANNUAL REPORT AND IMPLEMENTATION OF SB 341

(Agreement No. 16-01)

NOW THEREFORE, be it hereby resolved by the Oroville Successor Agency as follows:

1. The Chairperson is hereby authorized and directed to execute a Professional Services Agreement with Rosenow Spevacek Group, Inc. for administrative and technical services relating to the completion of the 2015 Housing Elemental Annual Reports (APR) and the implementation of SB 341, in an amount not to exceed \$5,000.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 16, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of **February 16, 2016** by and between the **City of Oroville**, a municipal corporation (“City”) and **Rosenow Speviacek Group, Inc. (RSG)** (“Consultant”).

RECITALS

- A. Consultant is specially trained, experienced and competent to provide the services as required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to provide administrative and technical series relating to the completion of the Housing Element Annual Report for year 2015, that includes additional reporting required pursuant to SB-341-health and Safety Code 34176.1(f)..

AGREEMENT

- 1. **SCOPE OF SERVICES.** The Consultant shall furnish but are not limited to the following services in a professional manner:
 - A. Request statistical information from both the Building and Housing Departments to complete data for 2015 as indicated on Tables A-C of the HCD reporting spreadsheets.**
 - B. Incorporated these spreadsheets into a broader 2015 annual report information required for annual reporting by housing successor agencies pursuant to SB341/Health and Safety Code Section 34176.1(f) for the reporting period, including:**

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- 1. Amount deposited into the Housing fund, distinguishing obligations pertaining to the Oroville Redevelopment Successor Agency's recognized obligation payment schedule (ROPS) from other purposes**
- 2. Statement of the fund balances for the reporting period, similarly distinguishing funds held for ROPS obligations from other purposes.**
- 3. Expenditures descriptions by category:**
 - a. Monitoring and preserving long-term affordability restriction covenants.**
 - b. Homeless prevention and rapid rehousing services, and**
 - c. Development of affordable housing.**
- 4. Compilation of the statutory value of property held by the housing successor, the value of loans and grant receivables, and the sum of these two amounts.**
- 5. Description of transfers made during fiscal year, including dispositions of funds encumbered for projects not yet placed into service.**
- 6. Decryptions of projects to be funded via Successor Agency 's ROPS.**
- 7. Status on interests in real property held by the housing successor.**
- 8. Description of outstanding redevelopment inclusionary obligations triggered by Health and Safety Code Section 334713, including the housing successor's plan(s) to meet said unmet Agreement No. 16-01**

obligations. The Implementation plans associated with such inclusionary housing should remain posted on the website of the former redevelopment agency (successor agency).

9. The status report showing compliance with the extremely low income requirements associated with the expenditure of Housing Funds.

10. Information on deed restricted units during the reporting period.

11. The amount of any excess surplus of Housing Funds held by the housing successor.

C. Draft the report, including required forms and tables on HCD's reporting spreadsheets (Tables A-C) for FY 2015 and obtain management review and approval of results and findings.

D. Prepare a staff report draft for City Council receipt of these two annual reports for FY 2015 and assist staff with follow up transmittal to OPR, HCD and the City's website host.

1. TIME OF PERFORMANCE. The services of Consultant are to commence upon execution of this Agreement and shall be completed by June 30, 2016.
2. COMPENSATION. Compensation to be paid to Consultant is set forth as follows: **In no event shall Consultant's compensation exceed the amount of Five Thousand Dollars (\$5,000) without additional written authorization from the City.** Payment by City under this agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. METHOD OF PAYMENT. Consultant shall invoice to City describing the work performed. Consultant's invoice shall include a brief description of the services performed, the dates the services were performed, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the invoice by City staff. When payments made by City equal 90% of the maximum fee provided for in this Agreement, no further payments shall be made for services until the final work under this Agreement has been accepted by the City.
5. EXTRA WORK. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.
6. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use

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such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.
9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the **Agreement No. 16-01**

performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.

11. CONSULTANT'S BOOKS AND RECORDS.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of five (5) years, or for

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any longer period required by law, from the date of termination or completion of this Agreement.

- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, Housing and Urban Development (HUD), California State Housing and Community Development (HCD), the Inspector General or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement for a period of (5) five years or longer, from the date of termination or completion of this agreement.
 - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
12. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

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

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

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
2. possess no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this Agreement shall be performed by Consultant and shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its
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profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
18. INSURANCE REQUIREMENTS. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.
19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

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

If to Consultant:

**Jim Simon, Principal
Rosenow, Spevacek Group, Inc.
309 West 4th St.
Santa Ana, CA 92701-4502**

20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
21. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

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23. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
25. CONTROLLING LAW AND VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
26. LITIGATION EXPENSES AND ATTORNEYS' FEES. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

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

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subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

32. SECTION 3 REQUIREMENTS The work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements. The City at direction from the State, will take appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

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

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

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are

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employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- b. Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.

35. FAIR EMPLOYMENT PRACTICES. Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and

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by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

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

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

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

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

- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate

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action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

- a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the **Agreement No. 16-01**

applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

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

CITY OF OROVILLE

Linda L. Dahlmeier, Chairperson

CONSULTANT

Jim Simon, Principal

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, Agency Counsel

By: _____
Donald Rust, Acting Secretary

Attachments:

“A” Insurance Requirements

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: BILL LAGRONE, PERSONNEL DIRECTOR

RE: AMENDMENT TO EMPLOYMENT AGREEMENT WITH ALLEN W. BYERS

DATE: FEBRUARY 16, 2016

SUMMARY

The Council may consider Amendments to the Employment Agreement (Agreement) with Allen W. Byers (Byers), Assistant Chief of Police.

DISCUSSION

The Agreement with Byers, requires an annual evaluation. The evaluation was to have occurred on or before July 1, 2015. Byer's Agreement is set to expire on June 30, 2016. Accordingly, the Council may consider an extension and amendments to Byers Employment Agreement.

As mentioned above, Byers was to have received an evaluation on or before July 2015. The evaluation of Byers was commenced by the date required; unfortunately, it took longer than expected. Byers received a positive evaluation from the Council. Pursuant to the Agreement between the City and Byers, certain benefits were to be considered by the Council following a positive evaluation.

The Amendments to the Employment Agreement, include a two-year extension, a modest increase in salary, and the restructuring of uniform allowance and pay scale as required by PERS. (See attached Amendment for additional details.)

FISCAL IMPACT

Estimated annual increase in cost of \$5,451 to the Police budget 001-5100-2500.

RECOMMENDATIONS

Adopt Resolution No. 8463 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALLEN W. BYERS – (Agreement No. 3073-1).

ATTACHMENTS

Resolution No. 8463
Agreement No. 3073-1

**OROVILLE CITY COUNCIL
RESOLUTION NO. 8463**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND
DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT
AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALLEN W. BYERS**

(Agreement No. 3073-1)

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

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on February 16, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALLEN W. BYERS

(Agreement No. 3073-1)

This Amendment dated February 16, 2016, is to the Employment Agreement between the City of Oroville (“City”) and Allen W. Byers (“Byers”).

A copy of the Agreement is attached as Exhibit “A”.

In consideration of the terms and conditions herein, the City and Byers agree that the Amendment to the Agreement is effective July 1, 2016, and shall be amended as follows:

1. SECTION 2(A) IS REPLACED WITH THE FOLLOWING:

Byers agrees to remain in the exclusive employ of City until June 30, 2018, and neither to accept other employment nor to become employed by any other city until the expiration date of this agreement, subject to the provisions of Subsection 2. B.

2. SECTION 2(E) IS REPLACED WITH THE FOLLOWING:

This Agreement shall terminate on June 30, 2018, and Byers shall not be entitled to any compensation except for any accrued vested benefits.

3. SECTION 5 IS REPLACED WITH THE FOLLOWING:

Byers shall receive an initial salary of **\$116,560.00** per year.

Salary pay schedule:

CURRENT WITH A 2.5% SALARY INCREASE							
A	B	C	D	E	F	G	H
\$82,837	\$86,979	\$91,328	\$95,894	\$100,689	\$105,723	\$111,010	\$116,560

4. SECTION 7 IS REPLACED WITH THE FOLLOWING:

Byers shall be employed on a full-time basis and for optimal customer service, should generally perform such work during the Police Department’s normal business

hours. However, it is recognized that Byers shall be required to devote a great deal of time outside of normal office hours on business of the City, and to that end, Byers shall be allowed to establish an appropriate work schedule to meet the requirements of the position. Additionally, Byers shall be allocated and allowed to

take up to 80 hours per fiscal year of Administrative Leave. Byers must use his 80 hours of Administrative Leave within the fiscal year he receives it or he will forfeit the remaining balance. Such leave may be taken after appropriate notice to the Department Head. Byers shall have the option to cash out up to 20 hours of Administrative Leave per fiscal year.

5. SECTION 11 IS REPLACED WITH THE FOLLOWING:

The City shall pay an amount not-to-exceed \$853.45 per for Byers' medical premiums. The City shall also pay one hundred percent (100%) of the premiums for the Long-Term Disability and Life Insurance, Dental, and Vision plans currently offered by the City plans for Byers and his eligible dependents.

6. SECTION 15 IS REPLACED WITH THE FOLLOWING:

Byers will begin receiving a monthly allowance of \$60.00 on July 1, 2016, and will continue to receive the same allowance for the duration of the term of this contract.

7. Conflicts between this Amended Agreement and Agreement No. 3073 shall be controlled by this Amendment. All other provisions within Agreement No. 3073 shall remain in full force and effect.

This Amendment is approved by the City Council of the City of Oroville at a regular meeting held February 16, 2016.

CITY OF OROVILLE

ALLEN W. BYERS

Linda L. Dahlmeier, Mayor

Allen W. Byers, Assistant Police Chief

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: RUTH WRIGHT, FINANCE DIRECTOR

**RE: LEAGUE OF CALIFORNIA CITIES MEMBERSHIP DUES FOR
2016**

DATE: FEBRUARY 16, 2016

SUMMARY

The Council may consider approval of payment for dues to the League of California Cities (League) for the 2016 membership.

DISCUSSION

For 2016, the Board of Directors for the League authorized a two percent dues increase following an eight year period with no increases. Since the members have already completed their budgets, the League is offering to allow members to pay the previous rate to allow the new rate to be built into future budgets.

Dues are based on population. The City's old rate is based on the old population of 16,197. In addition to the 2% increase, the dues should increase by population as well next year.

Old rate, \$5,841.68
New rate, \$6,727.76

FISCAL IMPACT

Appropriations have been provided for in the following budget, 001-7010-1200.

RECOMMENDATIONS

Approve the 2016 League of California Cities membership dues payment, in the amount of \$5,841.68.

ATTACHMENTS

A - Letter from the League of California Cities and 2016 dues invoice.



January 6, 2016

TO: City Managers and City Clerks in non-manager cities

FROM: Officers of the League of California Cities
Dennis Michael, President, and Mayor of Rancho Cucamonga
JoAnne Mounce, First Vice-President, and Council Member of Lodi
James Goodhart, Second Vice-President, and Mayor of Palos Verdes Estates
Stephany Aguilar, Immediate Past President, and Council Member of Scotts Valley
Chris McKenzie, Executive Director

SUBJECT: League Dues for 2016
Voluntary Surcharge to Support Vital Litigation

Thank you for your City's membership in the League of California Cities. We understand the City's financial resources are precious and value your commitment to keep the League strong now, and into the future.

League Membership – A Great Investment

Enclosed is your city's 2016 dues statement (*see enclosed blue Q & A sheet for important information regarding your city's 2016 dues calculation*). The value your city derives from membership in the League of California Cities makes the payment of League dues a wise investment. Please review the enclosed customized "Return on Investment" report for your city. It reflects financial benefits your city enjoys as a direct result of the League's legislative and ballot measure advocacy. A strong and effective League is central to your city's strength and vitality.

For 2016, the Board of Directors authorized a two percent dues increase. Following an unprecedented eight year period with no increases, this year's adjustment reflects the board's desire to return to its pre-great recession approach of increasing dues to keep pace with inflation, ensure adequate funding to maintain the League's work program, and carry out stable and predictable adjustments that minimize the potential for significantly larger increases in the future.

Annual Report – Advancing the Mission

The League is the leading voice for California cities. Working in concert with cities, partners, and coalition members, protecting local control through advocacy and education remains the cornerstone of League activities. Through numbers, the enclosed 2015 Annual Report provides an informative glimpse of the organization and the activities dedicated to advancing the League's mission. The strategies, activities and advocacy behind these numbers are made possible because of continuing commitments from cities like yours.

Voluntary Litigation Surcharge – Defending Local Control

The League and city officials have invested tremendous human and financial resources over the past decade to secure meaningful constitutional protection of city revenue sources. Proposition 1A (2004) and

*Our mission is to expand and protect local control for cities
through education and advocacy to enhance the quality of life for all Californians.*

Proposition 22 (2010) were passed with strong leadership from the League and cities to protect city revenues, but the work is not over. When legislation is enacted that attempts to erode these revenue protections and other constitutional authority of cities, defending and enforcing these protections can require litigation as a last resort.

This vital defensive strategy is expensive, but essential. Implementing this strategy is conducted at greatly reduced cost and effort when the League coordinates efforts or serves as the lead plaintiff on behalf of member cities. The alternative would be for each city or *ad hoc* groupings of cities to initiate separate lawsuits. Through the League, cities can leverage their membership and resources to challenge the state whenever it attempts to weaken the important local revenue protections and authority California cities have worked so hard to achieve and maintain.

Acknowledging the increasingly important role litigation serves for the League, the board of directors formalized a policy to maintain a Litigation Contingency Reserve Account (LCRA) funded through an optional voluntary surcharge set as a percentage of dues. Reviewed annually by the League's finance committee and board of directors, the LCRA is set at \$275,000 and is reserved to 1) cover expenses incurred from board approved litigation within a single budget year; and 2) maintain sufficient set-asides to cover expenses the League would incur if the League becomes or remains involved in board approved litigation during the following year.

In 2013 and 2014, approximately fifty-two percent of member cities voluntarily paid ten percent of their membership dues and in 2015 seventy-two percent contributed 2.4 percent of their membership dues. To date, approximately 54 percent of the surcharge collected has been used to defray litigation expenses associated with the *League of California Cities v. Matasantos* (AB 1484) and *City of El Centro, et al. v. David Lanier, et al* (SB 7). During 2016, litigation expenses are projected to be \$200,000.

To maintain the LCRA at \$275,000 and help support vital on-going litigation, the board strongly encourages each city to consider including with its 2016 dues an optional surcharge payment equal to four percent of dues. The recommended surcharge is shown on the enclosed invoice. The recommended surcharge is optional; a city may pay the base dues and enjoy all the benefits of membership. However, the board of directors sincerely hopes you will support the LCRA because of the tremendous value a coordinated litigation strategy and united front brings to your city and all cities throughout the state.

Conclusion – California Cities Work Together

Through the League, all cities and all city officials have the opportunity to help shape solutions to the issues of greatest importance to our cities and the state of California. Working together, we pursue those solutions most effectively. It is important for cities to act energetically, in unison, and with renewed focus to amplify our voice in key statewide policy matters.

The board of directors encourages your enthusiastic support of and participation in the League of California Cities in 2016. We look forward to continuing our fight together to protect local control and help you provide outstanding service to the residents of your great city.

If you have any questions about this matter, please contact Norman Coppinger, director of administrative services, at ncoppinger@cacities.org or 916-658-8277.

Enclosures: Dues Invoice
Q & A Sheet for Cities with a Population Increase Since 2008
Return on Investment Report
2015 Annual Report

INVOICE



1400 K Street, Suite 400 Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

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

Invoice: 158698

Terms: Jan. 31, 2016

Option #1 Membership Dues Based on Current Population

<u>Date</u>	<u>Description</u>	<u>Amount</u>
January 4, 2016	Membership dues for calendar year 2016	\$6,469.00
	Optional litigation surcharge (4%)	<u>\$258.76</u>
	Total Amount	\$6,727.76
	Official 2015 Population: 16,197	

Option #2 Membership Dues Based on 2008 Population (*see accompanying blue Q & A sheet*)

<u>Date</u>	<u>Description</u>	<u>Amount</u>
January 4, 2016	Membership dues for calendar year 2016	\$5,617.00
	Optional litigation surcharge (4%)	<u>\$224.68</u>
	Total Amount	\$5,841.68

Strategic Priorities for 2016

- Increase Funding for Critical Transportation and Water Infrastructure;
- Improve Housing Affordability; and
- Update the Local Government Tax Structure to Respond to the New Economy and Stimulate Economic Growth.

League Membership – Your Best Investment

www.cacities.org

Please make checks payable to
LEAGUE OF CALIFORNIA CITIES
and mail to the Sacramento address above.

Questions? Contact Norman Coppinger at ncoppinger@cacities.org or 916-658-8277

LEAGUE OF CALIFORNIA CITIES

LEAGUE MEMBERSHIP -- A GREAT INVESTMENT

Customized Return on Investment Report
December 2015

OROVILLE	FY2008-09	FY2009-10	FY2010-11	FY2011-12	FY2012-13	FY2013-14	FY2014-15	FY2015-16	Total
OROVILLE's Dues	5,507	5,507	5,507	5,507	5,507	5,507	5,507	5,617	44,166
VLF/PropertyTax Swap ⁽¹⁾	412,854	440,859	364,677	301,028	320,376	288,874	290,551	281,355	2,700,573
Prop. 42 (local streets)	124,859	137,058	∅	∅	∅	∅	∅	∅	261,917
HUTA state taking blocked		253,341	∅	∅	∅	∅	∅	∅	253,341
HUTA and Prop. 42 protected by Prop. 22 ⁽²⁾			348,427	453,919	382,549	460,982	460,371	344,370	2,450,617
Property Tax loan securitized / prohibited by Prop. 22 ⁽³⁾		220,544							220,544
VLF shift prohibited by Prop. 22 ⁽⁴⁾			100,115						100,115
SB89 VLF Shift				-90,001	-89,923	-91,638	-93,623	-96,431	-461,616
Redevelopment TI protected by Prop. 22			5,423,867						5,423,867
Redevelopment Disolution (net of ROPS) ⁽⁵⁾				>>>	-7,787,797	<<<	<<<	<<<	-7,787,797
Police Grants - Supplemental Budget									0
Pre-2004 Mandate Claims payment							28,932	207,289	236,221
Total Return	537,713	1,051,802	6,237,086	664,945	-7,174,794	658,218	657,299	529,293	3,161,562
Rate of Return	98:1	191:1	1133:1	121:1	-1303:1	120:1	119:1	94:1	72:1

1. Net gain in revenues by virtue of the VLF/Property Tax Swap. Growth in PropTax in Lieu of VLF versus estimated growth in VLF had it remained.
2. Prop. 22 ended the Legislature's ability to borrow or delay HUTA and Prop. 42 gas tax funds.
3. Prop. 22 ended the Legislature's ability to borrow local property taxes. The FY09-10 loan was securitized. Under Prop1A('04) another borrowing could have occurred in 3 years.
4. Prop. 22 ended the Legislature's ability to shift revenue allocations from the 0.65% state Vehicle License Fee.
5. Actual redevelopment TI from RPTTF returned to affected taxing agencies other than the city through Sept 2013.

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Our mission is to expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

**League of California Cities 2016 Membership Dues
Important Question & Answers Sheet for
Cities with a Population Increase Since 2008**

- 1. How are membership dues determined?** Membership dues are based on population. Reviewed and adopted by the board of directors annually, the dues schedule is comprised of 35 different population categories.
- 2. Does the dues schedule change from year to year?** The population categories comprising the dues schedule do not change although the board may authorize an adjustment to the dues figure tied to each population category.
- 3. When is the last time the board authorized a dues increase?** The board authorized a 2 percent adjustment for 2016, which is the first dues increase since 2008.
- 4. What impact does a change in a city's population have on its dues?** Changes that move a city into a higher or lower population category result in a corresponding increase or decrease in that city's dues. To help cities conserve their financial resources during the great recession, dues for the years 2008 through 2015 were based on a city's 2008 population figure.
- 5. Are 2016 dues based on 2008 or current population figures?** 2016 dues are based on 2015 population figures. However, because 2016 represents the first dues increase in eight years, cities that have experienced a population change since 2008 resulting in a corresponding dues increase, have the option of paying their 2016 dues based on their 2008 or 2015 population figure.
- 6. Why are cities with a population increase being provided this option?** In most instances the difference between dues based on 2008 versus 2015 population figures averages less than \$2,000; however, the League recognizes cities may not have anticipated this type of increase when they budgeted for their 2016 League dues.
- 7. Does this apply to my city and what are the options?** Yes. Your city may elect to pay the enclosed 2016 dues invoice by using option 1 or 2. Option 1 represents your city's dues based on your city's 2015 population figure as reported by the California Department of Finance. Cities needing to absorb the increase over time may elect option 2, which allows a city to pay its dues based on its 2008 population figure.
- 8. What happens if my city elects option 2?** Cities that elect option 2 are being provided the opportunity to build the increase into future city budgets. If your city elects options 2, you can work with the League's director of administrative services to bring future dues payments in line with the League's dues schedule as soon as possible.
- 9. Who is the contact person at the League who can answer questions about my city's dues or help my city implement option 2?** You may contact Norman Coppinger, director of administrative services, at ncoppinger@cacities.org or 916-658-8277.

**League of California Cities
2016 Dues Schedule**

For cities having a population of:				2008-2015 Dues	2016 Increase	2016 Dues
1	to	500	...	\$72	\$1	\$73
501	to	600	...	191	4	195
601	to	700	...	381	8	389
701	to	800	...	417	8	425
801	to	900	...	500	10	510
901	to	1,000	...	586	12	598
1,001	to	1,250	...	732	15	747
1,251	to	1,500	...	879	18	897
1,501	to	1,750	...	1,025	21	1,046
1,751	to	2,000	...	1,172	23	1,195
2,001	to	2,250	...	1,318	26	1,344
2,251	to	2,500	...	1,465	29	1,494
2,501	to	2,750	...	1,611	32	1,643
2,751	to	3,000	...	1,758	35	1,793
3,001	to	4,000	...	2,344	47	2,391
4,001	to	5,000	...	2,929	59	2,988
5,001	to	7,500	...	3,953	79	4,032
7,501	to	10,000	...	4,562	91	4,653
10,001	to	15,000	...	5,507	110	5,617
15,001	to	20,000	...	6,342	127	6,469
20,001	to	25,000	...	7,940	159	8,099
25,001	to	30,000	...	9,534	191	9,725
30,001	to	40,000	...	11,736	235	11,971
40,001	to	50,000	...	14,278	286	14,564
50,001	to	60,000	...	16,447	329	16,776
60,001	to	70,000	...	18,076	362	18,438
70,001	to	80,000	...	18,988	380	19,368
80,001	to	90,000	...	20,240	405	20,645
90,001	to	100,000	...	22,172	443	22,615
100,001	to	125,000	...	25,288	506	25,794
125,001	to	150,000	...	27,836	557	28,393
150,001	to	200,000	...	31,636	633	32,269
200,001	to	500,000	...	33,220	664	33,884
				<i>Plus</i> 1,585	32	1,617
				<i>per each full 10,000 of population over 200,001</i>		
500,001	to	640,000		80,637	1,613	82,250
				<i>Plus</i> 1,465	29	1,494
				<i>per each full 10,000 of population over 500,001</i>		
	Over	640,000		100,476	2,010	102,486

A bylaws provision states that no city's dues may increase by more than \$5,000.

League of California Cities®

2015 ANNUAL REPORT



The wise saying “the whole is greater than the sum of its parts” applies to the 473-member League of California Cities®.

At 118 years strong, the organization in 2015 achieved success through the combined engagement of mayors, council members, department directors and staff of our member cities, the League’s regional divisions, policy committees, the League board officers and directors and the contributions of the dedicated League staff. The numbers presented in this 2015 Annual Report reflect the results of the League’s strategic efforts to advocate, inform members, the public and lawmakers on issues of greatest concern to California cities, showcase best practices at the local level and educate city leaders.

► Legislative Advocacy

2,772 BILLS INTRODUCED of which, the League monitored, tracked and engaged on **1,291**.

70 CITY OFFICIAL MEETINGS

with legislators and legislative staff arranged by League staff.

17 of 21 League-supported bills signed by Governor Jerry Brown.



465 MEMBERS combined from **8** policy committees that met **3 to 4** times.



146 Alumni of the League’s California Civic Leadership Institute® between 2005-2015, including **17** in 2015.

164 League Members downloaded new legislative advocacy app.



► Legal Advocacy

54 friend-of-the-court briefs/letters approved for filing in California appellate courts and Attorney General; and League is petitioner on behalf of cities or provided financial support in **3** additional cases.



► Information

105 ISSUES of *CA Cities Advocate* e-newsletter with **8,430** subscribers and average of **37** articles/month.

139,300 visitors to www.cacities.org → **13% increase** from 2014.



62,400 unique visitors to news article pages on www.cacities.org.

1,000+ subscribers to *Local News RoundUp* who receive biweekly city-focused news clips.

18 ACTIVE LEAGUE LISTSERVS for city officials to discuss city-focused issues. **9,591 subscribers**

6,700 Twitter followers with an average of **139** tweets and an average of **68,855** monthly impressions.

2,500 FACEBOOK LIKES

150+ PRESS INQUIRIES

25 new resources from the Institute for Local Government (ILG); **2** new resource centers (*Cap-and-Trade and Recycling*).

2,200 ILG resources downloaded monthly from www.ca-ilg.org.

12 issues of *Western City* magazine published, totaling **392** pages.



100,000 visitors to www.westerncity.com.

► Recognitions Given

3 LEGISLATORS OF THE YEAR

6 Legislators recognized with new Distinguished Legislative Leadership Award.



13 Helen Putnam Award-winning cities exemplifying best practices in city innovation.

30 cities honored with Institute for Local Government Beacon Awards for sustainability efforts.



► Education

1,773 Annual Conference & Expo attendees.



273 Exhibitors at the Annual Conference, including **84** first-time exhibitors.

8 municipal department meetings with a total of **2,665** participants.

23 webinars on a wide range of topics with **3,514** webinar sites and **10+** participants/site.



► Financial Resources for Cities

CSCDA > \$1.25 billion Issuance of tax-exempt bonds and tax credits for cities/community nonprofits. www.cscda.org.

US Communities > 345 cities saved **\$4.2 million** using purchasing portal with group discounts on goods and services. www.uscommunities.org/lcc.

CalTrust > \$2.17 billion in pooled investment of public funds at attractive rates. www.caltrust.org.

League of California Cities®

1400 K Street, Suite 400, Sacramento, CA 95814
Phone: (916) 658-8200 | www.cacities.org

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

RE: MEMORANDUM OF UNDERSTANDING WITH THE BETTE DAVIS ESTATE

DATE: FEBRUARY 16, 2016

SUMMARY

The Council may consider a Memorandum of Understanding (MOU) with Patti Huntington, executor of the Bette Davis Estate (Estate), for use of Estate funds for purchase and reimbursement of items for the Pioneer Museum.

DISCUSSION

On October 27, 2015, the City Council and the Park Commission received a letter from the Oroville Docent's Association (Attachment A) stating the interest of Patti Huntington to work with the City of Oroville to purchase items for the Pioneer Museum to complete the inventory process and ensure the longevity of the collection housed in the Pioneer Museum. Staff sent a letter to Patti Huntington on December 31, 2015, (Attachment B) to discuss collaboration between the donor and the City. On January 11, 2016, staff received direction from the Park Commission to send a recommendation to the City Council to move forward with an MOU between the City of Oroville and Patti Huntington, Executor of the Bette Davis Estate.

Based upon meetings discussing the Bette Davis Estate, Patti Huntington, Executor, and staff crafted a MOU to use as a framework for moving the proposed purchases ahead.

The Bette Davis Estate agrees to:

1. To provide funding upon approval of submitted quotes, for purchase of items: a computer and tablet with camera, inventory software for the purpose of archiving the collection, ADA compliant access lift to allow access to the lower floor, installation of ADA compliant access ramp, and any repairs and upgrades that are needed for the heating and air conditioning system of the Pioneer Museum;

The City of Oroville agrees to:

1. To provide quotes for agreed upon items (e.g. a computer and tablet with camera, inventory software for the purpose of archiving the collection, ADA compliant access

lift to allow access to the lower floor, installation of ADA compliant access ramp, and any repairs and upgrades that are needed for the heating and air conditioning system of the Pioneer Museum) from Oroville vendors (or local to the area); and

2. To make the necessary arrangements to facilitate the purchase, delivery, and installation of agreed upon items once the quote is approved by the Executor;

Staff recommends the adoption and execution of the MOU allowing all parties to begin receiving quotes and purchasing of items for the Pioneer Museum.

FISCAL IMPACT

No fiscal impact to the General Fund.

RECOMMENDATION

Adopt Resolution No. 8464– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BETTE DAVIS ESTATE OUTLINING THE GOVERNANCE AND COLLABORATION OF THE BETTE DAVIS ESTATE DONATION – (Agreement No. 3165).

ATTACHMENTS

Attachment A – Letter from Patti Huntington to City Council & Park Commission

Attachment B – Letter from staff to Patti Huntington

Resolution No. 8464

Agreement No. 3165



City of Oroville Docent Association
1735 Montgomery Street
Oroville, CA 95965

October 27, 2015

Oroville City Council

Linda Dahlmeier, Mayor
Thil Chan-Wilcox, Vice Mayor
Art Hatley, Council Member
Marlene Del Rosario, Council Member
Dave Pittman, Council Member
J. R. Simpson, Council Member

City of Oroville Park Commission

Scott Lawrence, Chair
Machelle Conn, Vice Chair
Kim Campbell, Commissioner
Jim Prouty, Commissioner
Ray Sehorn, Commissioner

Some time ago, a substantial donation from the Bette Davis estate was earmarked for the Pioneer Museum. The funds are administered by Patty Huntington. Ms. Huntington is interested in releasing some funds for the purchase of a laptop computer, a camera and the program needed to inventory the Pioneer Museum. These items would be given to the Docent Association to be used exclusively for the Pioneer Museum. Also, Ms. Huntington may be willing to fund a position for a paid intern to complete the task of inventory. Recently the Pioneer has not been opened on several regularly scheduled days. This is due to the low number of docents available on those days. Funding may be available for a paid position at the Pioneer, much like the position that Patty Sprecher holds at the Chinese Temple Museum Complex. It may be that this paid position would also be responsible for the task of completing the inventory. It is our understanding that the funds have the stipulation that no funds go directly to the City. The question is what steps can be taken to allow the funds to be used to accomplish the above suggestions?

Something to note: Ms. Huntington has the authority to direct these funds away from the Pioneer Museum and towards another recipient. We believe it behooves us to work with Ms. Huntington so that the funds can be used to improve and support the Pioneer Museum.

Respectfully,

A handwritten signature in blue ink that reads "Carol Brown".

Carol Brown, Museum Docent, City of Oroville

A handwritten signature in black ink that reads "Janice S. Clay".

Janice Clay, Museum Docent, City of Oroville

City of Oroville

OCT 27 2015

Administration



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

Donald Rust
DIRECTOR

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

Patti Huntington
3154 Yard Street
Oroville, CA 95965

December 31, 2015

RE: DONATIONS FOR THE PIONEER MUSEUM FOR SPECIFIC PROJECTS AND/OR INVENTORY TOOLS

The City staff has been approached by several to accept, or participate in the acceptance of, specific donations to make general improvements to the Pioneer Museum. However, the donor has concerns about providing/donating funds to the City for the Pioneer Museum. During a recent meeting with several Docents and staff members, the following specific items regarding potential improvements for the Pioneer Museum were discussed:

Desktop Computer system and access to an inventory software program	Cheapest vendor	\$1,500
Tablet computer with built-in camera and video-camera	Cheapest vendor	\$1,000
Inventory software program (Past Perfect)	Sole-source vendor	\$500
ADA Compliant access ramp to allow accessibility to the lower floor	Cheapest vendor	\$7,000
Installation of the ADA Compliant access ramp	Bidding and Prevailing wage requirements	\$20,000
Heating and Cooling Upgrades	Bidding and Prevailing wage requirements	Depends on the upgrade(s)

Due to the complications regarding the bidding process, prevailing wages, and contract law process as it relates to city government, the potential improvement projects at the Pioneer Museum have become too complex to work and will require approval of the agreement by the donor and City Council. I would suggest that the donor and the City develop an agreement that allows the donor to be a part of the overall process and the

approval of all donated funding components of the project. The agreement will ensure that all parties are satisfied and there are no impacts to the City's General Fund. A general deposit of \$50,000 will allow the City to start and generally process and complete the above list of projects as a start to the renovation of the Pioneer Museum.

The City looks forward to the continued collaboration between the donor, Docent Association and City. If you have any questions regarding the information contained in this letter please contact Donald Rust at (530) 538-2433 or at drust@cityoforoville.org.

Sincerely,

Donald L. Rust, Director
Community Development Department
Acting City Administrator

CC:
Oroville City Councilmembers
Carol Brown

**CITY OF OROVILLE
RESOLUTION NO. 8464**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING
THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE
BETTE DAVIS ESTATE OUTLINING THE GOVERNANCE AND COLLABORATION OF
THE BETTE DAVIS ESTATE DONATION**

(Agreement No. 3165)

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

1. The Mayor is hereby authorized and directed to execute Memorandum of Understanding with Patti Huntington, Executor of the Bette Davis Estate, outlining the governance and collaboration of the Bette Davis Estate donation. A copy of the Memorandum of Understanding is attached to this Resolution as "Exhibit A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 16, 2016, 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

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF OROVILLE
A Municipal Corporation of the State of California
and
THE BETTE DAVIS ESTATE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the CITY OF OROVILLE (hereinafter City) and Patti Huntington, executor of the BETTE DAVIS ESTATE (hereinafter Estate). The Parties hereto agree to work together in good faith within the framework described herein as follows:

A. PURPOSE AND PARTIES:

1) The purpose of the MOU is to identify, develop, and set out a mutually beneficial framework of cooperation between City and Estate. The Estate offers the City a monetary donation for the purpose of purchasing a computer and tablet with camera, inventory software for the purpose of archiving the collection, ADA compliant access lift to allow access to the lower floor, installation of ADA compliant access ramp, and any repairs and upgrades that are needed for the heating and air conditioning system of the Pioneer Museum.

2) Parties:

a) City of Oroville, a municipal corporation and general law city of the State of California whose principal office is located at City Hall, 1735 Montgomery Street, Oroville, CA 95965, attention: Donald L. Rust, Acting City Administrator.

b) The Bette Davis Estate, mailing address of 3154 Yard Street, Oroville, CA 95966, attention: Patti Huntington, Executor.

B. STATEMENT OF MUTUAL BENEFIT, INTERESTS, PROJECT DESCRIPTION and SCHEDULE:

1. Statement of Mutual Benefit and Interests: The benefits include but are not limited to: THE CITY agrees to receive quotes from Oroville (or local to the area) vendors for submittal to the Estate for approval. Upon approval, the CITY will purchase the items and receive reimbursement from the Estate for the total cost of the purchase (which may include labor). The CITY has engaged with Patti Huntington, executor of the Estate, to assist the CITY in with the selection of items and ensure the compliance with the wishes of the Bette Davis Estate.

2. Project Description. The first phase of the Project is receive quotes for the purchase of a computer and tablet with camera, inventory software for the purpose of archiving the collection. City staff will install and set-up the computer and software. The second phase of the Project will be receiving quotes for ADA compliant access lift to allow access to the lower floor, installation of ADA compliant access ramp. This will include the bidding process, prevailing wages and contract law process as it relates to city government. The third phase of the project will include quotes for any repairs and upgrades that are needed for the heating and air conditioning system of the Pioneer Museum.

C. IT IS MUTUALLY UNDERSTOOD AND AGREED AS TO THE FOLLOWING:

1) Mutual Cooperation. The Parties agree to work together in good faith within the framework set out within this MOU.

2) Project Schedule. In cooperation, the City and the BETTE DAVIS ESTATE will prepare a three phased project schedule, which provides for mutually agreed upon metrics of progress between the Parties. The Parties agree to use their best efforts to conform to this timeline, although the Parties acknowledge that such timeline is for goal setting purposes only, and variations to said schedule are anticipated. CITY will provide bi-monthly benchmark reports, both to Council and BETTE DAVIS ESTATE, based upon the agreed to project timelines.

3) Financial Information. To assist City with economic planning and analysis of the Project, the BETTE DAVIS ESTATE will provide financial information needed to evaluate the benefits to the City and the surrounding area. This may include a compilation of possible donors and non-profit organizations to which the CITY can apply for funds.

4) Applications and Submittals to City. The CITY is responsible to make all required submittals and applications to the City for permits as required for Building and Planning review and approval processing.

5) Priority Status. City will process all applications for the project.

6) Early MOU Termination for Convenience. If at any time the Parties elect to terminate the MOU for reasons other than insolvency or fraud, and subject to the applicable rules governing legal documents, the Parties shall notify the other in writing, with a copy to the other Parties Representative. Such termination shall be deemed to be a termination for the mutual convenience of the Parties involved.

7) Public Information. All information furnished to or by the BETTE DAVIS ESTATE may be subject to the Freedom of Information Act (5 USC §552) and/or the California Public Records Act (§6250 Government Code).

8) Modification. The Parties recognize that as the Project progresses, modification and amendment will be necessary to keep the MOU current. The Parties will mutually and in good faith negotiate amendment(s) to this Agreement as the need for such modification arises. The Parties further acknowledge that this MOU constitutes an “agreement to agree” with respect to the outline the relationships between the parties, and that the Parties shall work together to execute any and all agreements needed to complete the Project

9) Participation in other activities. This instrument in no way restricts the BETTE DAVIS ESTATE from participating in similar activities with other public or private agencies, organizations, and individuals.

10) Principal contacts:

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

BETTE DAVIS ESTATE
Attn: Patti Huntington, Executor
3154 Yard Street
Oroville, CA 95965

11) NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funding obligation document. All acts between the Parties to this Agreement shall be handled in accordance with applicable laws, regulations, and procedures. This Agreement does not obligate the City to provide any funding for BETTE DAVIS ESTATE project, nor does it constitute pre-approval for BETTE DAVIS ESTATE project or any of the constitute parts.

12) Expiration date. This instrument is effective when signed by all Parties and shall be effective through March 1, 2018, or two years hence execution of the agreement, unless either extended by Patti Huntington, Executor, Bette Davis Estate or modified by the Parties.

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IN WITNESS HEREOF, the Parties hereto have affixed their signature to this memorandum of Understanding consisting of four pages as of the date last written below.

CITY OF OROVILLE

LINDA L. DAHLMEIER
Mayor

Date

BETTE DAVIS ESTATE

PATTI HUNTINGTON
Executor

Date

Approved as to Form and Content

CITY OF OROVILLE

SCOTT E. HUBER
City Attorney

Date

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

RE: 2016 RECOLOGY RECYCLING FEE UPDATE

DATE: FEBRUARY 16, 2016

SUMMARY

The Council will receive an update on a Recology recycling fee increase planned to go into effect on April 1, 2016.

DISCUSSION

On December 1, 2015 the Council was informed of rate increases for solid waste collection services throughout the City. The revised rates went into effect on January 1, 2016. At that time, the City was in the process of recruiting for an Associate Civil Engineer whose job duties include managing all of the legally mandated recycling programs that the City is subject to by CalRecycle. The recycling programs that the City is legally obligated by CalRecycle to manage and report on are:

- Landfill Recycling Waste Diversion
- Construction and Demolition Debris Diversion
- Mandatory Commercial Recycling
- Mandatory Food Waste Recycling
- Public Education Program Development
- Annual Compliance Reporting

On December 15, 2015, the Council approved an adjusted Associate Civil Engineer salary schedule and authorized the continued recruitment for the position. A new Associate Civil Engineer was hired effective January 27, 2015. Twenty five percent (25%) of the funding for the position will be from an existing Recology recycling fee that is billed to each customer account to fund the CalRecycle mandated recycling programs. The remainder of the funding for the position will come from the airport and sewer funds and from full cost recovery project assignments.

Currently, the recycling fee is \$0.25 per account per month which has provided \$13,000 in annual revenue to the City. The recycling fee, which Recology adds a line item to the customer's quarterly bill, has been in place since 1993 and has not been adjusted since that time. In order to provide the necessary level of recycling funding for the position at 25% (\$27,146 annually), the Recology recycling fee needs to be increased from 25

cents per account per month to 63 cents per account per month. It is Recolgy's intention for the increased recycling fee to be put into effect on April 1, 2016, for their second quarter billing cycle. The recycling fund revenue to the City would start in July 2016 after the end of the second quarter billing cycle. The recycling fee increase represents a 1.2% to 2.0% increase to the total monthly bill, depending on the number of containers being used.

FISCAL IMPACT

Revenue increase to the Recycling Fund.

RECOMMENDATIONS

Direct City staff to work with Recology to increase the recycling fee for the recycling efforts that are State mandated to all California cities and communities.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

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

**RE: DEFERRED IMPROVEMENTS AGREEMENT WITH KINGS CAR
CONNECTION**

DATE: FEBRUARY 16, 2016

SUMMARY

The Council may consider a Deferred Improvements Agreement for the deferral of frontage improvements and the paving of the lot at 1859 Ehmann Street (APN: 012-212-080), for a period of 36 months.

DISCUSSION

On December 9, 1970, the City of Oroville received an application requesting the approval of use permit (Use Permit No. 479) for the operation of an auto repair shop at 1859 Ehmann Street. The use permit was subsequently approved by the City of Oroville Planning Commission on December 15, 1970, with no special conditions

On December 17, 2015, the City of Oroville received an application requesting an amendment to Use Permit No. 479 for the operation of a used car lot at 1859 Ehmann Street. The property at 2017 Lincoln Street will be the office space for the car lot. The project site has a current zoning designation of Corridor Mixed Use (MXC) and General Plan land use designation of Mixed Use. The Oroville Municipal Code (OMC) Table 26-34.020-1: "Allowed Uses in Mixed-Use Districts," permits the sale of new automobiles by right," subject to a zoning clearance, and requires a use permit for the sale of all other vehicles. This use permit amendment was conditionally approved by the Planning Commission on January 25, 2016 (**Attachment A**).

Conditions No. 8 and No. 10 require the following:

8. The installation of curb, gutter, sidewalk and an access driveway shall be required for the portion of the property abutting Ehmann Street in accordance with the City Engineering Design Standards.

10. Pursuant to Section 26-13.070, the car lot shall be paved in accordance with the City's Engineering Design Standards, unless otherwise approved by the City Council.

Due to financial constraints, the applicant has submitted a request to defer the installation of the improvements specified above for a period of 36 months.

FISCAL IMPACT

None

RECOMMENDATIONS

Adopt Resolution No. 8465 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A DEFERRED IMPROVEMENTS AGREEMENT FOR THE PROPERTY LOCATED AT 1859 EHMANN STREET (APN: 012-212-080) – (Agreement No. 3166).

ATTACHMENTS

- A – UP 479 Amendment: Letter of Approval
- B – Resolution No. 8465
- C – Agreement No. 3166
- D – Letter of Request



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

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

Donald Rust
DIRECTOR

January 27, 2016

LETTER OF APPROVAL

RE: UP 479 Amendment: Used Car Sales

Glen and Shelly King,

On January 25, 2016, the Oroville City Planning Commission conducted a public hearing and approved an amendment to Use Permit No. 479 to operate a used car sales lot on the properties identified as 1859 Ehmann Street (APN: 012-212-080) and 2017 Lincoln Street (APN: 012-212-036).

CONDITIONS OF APPROVAL

Approved project: The Planning Commission hereby conditionally approves an Amendment to Use Permit No. 479 to operate a used car sales lot on the property identified as 1859 Ehmann Street (APN: 012-212-080) and 2017 Lincoln Street (APN: 012-212-036). The properties have a current zoning designation of Corridor Mixed Use (MXC) and General Plan land use designation of Mixed Use. The Oroville Municipal Code (OMC) Table 26-34.020-1: Allowed Uses in Mixed-Use Districts, permits the sale of new automobiles by right, subject to a zoning clearance, and requires a use permit for the sale of all other vehicles in an MXC zone.

1. The applicant shall hold harmless the City, its Council members, Planning Commissioners, officers, agents, employees, and representatives from liability for any award, damages, costs, and/or fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.
2. The project shall remain in substantial conformance with the Conditions of Approval, as adopted by the Oroville Planning Commission. Any subsequent minor changes in the project (as determined by the Zoning Administrator) may only occur subject to appropriate City review and approval. Any subsequent substantive changes in the project (as determined by the Zoning Administrator) may only occur subject to discretionary review by the Oroville Planning Commission.

3. The applicant shall pay for and obtain a zoning clearance/occupancy inspection from the Building Division and Fire Department prior to occupancy.
4. The applicant shall have a current City of Oroville business license and any other applicable permit/license that may be required as part of their operations.
5. Pursuant to Section 26-13 of the City Code, the proposed use of the site shall conform to the development and performance standards of the code of the City of Oroville to minimize any potential negative effects that a building, structure or use could have on its surroundings, and to promote compatibility with surrounding uses and areas.
6. Pursuant to Section 26-19.040 the applicant is required to apply for sign permits for any new signs to be installed on the property.
7. Pursuant to Public Resources Code Section 21089, and as defined by the Fish and Wildlife Code Section 711.4, fees (\$50) are payable by the project applicant to file the Notice of Exemption with Butte County by the City of Oroville – Community Development Department within five working days of approval of this project by the Planning Commission.
8. The installation of curb, gutter, sidewalk and an access driveway shall be required for the portion of the property abutting Ehmman Street in accordance with the City Engineering Design Standards.
9. The use of the property, including the transport of vehicles to and from the project site, shall not obstruct or use private property for access routes unless an easement is granted by the owners of such private property.
10. Pursuant to Section 26-13.070, the car lot shall be paved in accordance with the City's Engineering Design Standards, unless otherwise approved by the City Council.
11. The project shall include a minimum of six (6) on-site parking spaces.
12. The use permit approvals shall include the properties identified as 2017 Lincoln Street (APN: 012-212-036) and 1859 Ehmman Street (APN: 012-212-080).
13. The applicant shall ascertain and comply with the requirements of all City, County, State, Federal, and other local agencies as applicable to the proposed project.
14. Pursuant to Section 26-50.010(F), the Planning Commission, upon its own motion, may modify or revoke any use permit that has been granted pursuant to the provisions of this section upon finding any of the following, based on substantial evidence:

- a. Any of the conditions of the permit have not been satisfied within 1 year after it was granted.
- b. Any of the terms or conditions of the permit have been violated.
- c. A law, including any requirement in the Municipal Code Chapter 26, has been violated in connection with the permit.
- d. The permit was obtained by fraud.

--- End of Conditions ---

If you have questions about the information in this letter, please contact me by e-mail at ltopete@cityoforoville.org or by phone at (530) 538-2408.

Sincerely,

A handwritten signature in cursive script that reads "Luis A. Topete". The signature is written in black ink and is positioned to the left of the typed name.

Luis A. Topete
Associate Planner



CITY OF OROVILLE
RESOLUTION NO. 8465

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING A DEFERRED
IMPROVEMENTS AGREEMENT FOR THE PROPERTY LOCATED AT 1859 EHMANN
STREET

(Agreement No. 3166)

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

1. The Mayor is hereby authorized to execute a Deferred Improvements Agreement for the property located as 1859 Ehmamm Street (APN: 012-212-080). A copy of the Agreement is attached hereto as Exhibit "A";
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on February 16, 2016, 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



“No Fee Required”
(Gov’t Code Sec.6103 & 27383)
Recorded for the Benefit of
City of Oroville

WHEN RECORDED RETURN TO:

**CITY OF OROVILLE
CITY CLERK’S OFFICE
1735 MONTGOMERY STREET
OROVILLE, CA 95965-4897**

DEFERRED IMPROVEMENTS AGREEMENT

This Agreement is made and entered into as of February 16, 2016, by and between the City of Oroville and the Property Owner(s) of 1859 Ehmann Street (APN: 012-212-080).

SECTION 1. The undersigned are presently the owner(s) of that parcel of land identified as **ASSESSOR’S PARCEL NUMBER** 012-212-080 and further identified as 1859 Ehmann Street, **OROVILLE, CALIFORNIA 95966.**

SECTION 2. The City of Oroville agrees to defer installation of said improvements identified as Conditions of Approval #8 and #10 for Use Permit No. 479 as amended on January 25, 2016, and identified as follows:

8. The installation of curb, gutter, sidewalk and an access driveway shall be required for the portion of the property abutting Ehmann Street in accordance with the City Engineering Design Standards.
10. Pursuant to Section 26-13.070, the car lot shall be paved in accordance with the City’s Engineering Design Standards, unless otherwise approved by the City Council.

SECTION 3. The deferment granted shall not exceed 36 months from the date that this Agreement is executed. At the end of 36 months, the aforementioned off-site and on-site improvements shall be installed and approved to the satisfaction of the City’s engineering and design requirements unless an extension has been approved by the City Council.

SECTION 4. In the event the improvements are not installed and approved by the City at the termination of this Agreement, the City may take the appropriate measures necessary to revoke Use Permit No. 479, without objection by unsigned owners.

SECTION 5. In consideration of the foregoing and other good and valuable consideration, the undersigned covenant themselves and their successors in interest that this Agreement shall be binding not only upon the parties signatory hereto but upon all successors in interest with respect to said real property.

SECTION 6. If either party to this Agreement files a lawsuit against the other party relating to this Agreement, the prevailing party shall be entitled to receive reasonable attorney fees from the losing party.

SECTION 7. This Agreement is subject to all conditions stated herein.

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

SIGNATURES OF OWNERS:

(Notary Required)

OWNER

By: _____ Date _____
Glen King, Property Owner

CITY OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

By: _____
Scott E. Huber, City Attorney

By: _____
Donald Rust, Acting City Clerk



Kings Car Connection Inc.

2017 Lincoln Street

Oroville, Ca. 95966

530-990-3041

Occupancy permit:

Kings Car Connection Inc. would like to move forward with the proposed occupancy permit as per Oroville City council meeting on 1-25-16

Proposed permit agreement: Kings car connection would be granted a use permit for a used car lot office at 2017 Lincoln St, with the lot at 1859 Ehmann street.

Upgrades or improvements would be to install curb and gutter approximately 80' long on Ehmann street an encroachment onto the Ehmann property and possibly pave the proposed lot. These proposed improvements would be deferred for 36 months at which time Kings Car Connection Inc. would complete the agreed improvements or arrange for another extension if needed, or surrender the permit.

Glen King

A handwritten signature in black ink, appearing to read "Glen King", written in a cursive style.

**OROVILLE SUCCESSOR AGENCY
STAFF REPORT**

TO: CHAIRPERSON AND BOARD MEMBERS

**FROM: RICK FARLEY, RDA COORDINATOR (530) 538-4307);
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT (530) 538-2433)**

**RE: LAND SALES OF FORMER OROVILLE REDEVELOPMENT AGENCY
RESIDENTIAL PROPERTIES**

DATE: FEBRUARY 16, 2016

SUMMARY

The Successor Agency may consider options for the sale of residential property assets of the former Oroville Redevelopment Agency identified as: 3054 Spencer Avenue, 3265 Glenn Avenue, 770 Robinson Street, and parcels identified as Assessor Parcel No. 033-232-001 and 033-232-021, Oroville.

DISCUSSION

The former Oroville Redevelopment Agency (“Agency”) is the owner of record on the title for three residential properties and two residential lots in Oroville.

Staff is requesting direction on the method of selling the properties.

OPTION 1 – Staff sells the properties which would reduce the real estate sales commissions and increase the amount to the Housing Asset Fund. Staff time would be paid for from the Successor Agency Administration Budget. A reduced commission (3%) would be paid to brokers that bring a successful buyer to the City.

OPTION 2 - Staff selects a real estate broker through the Request for Proposal (RFP) process to sell the properties and the broker commission to be paid from the property sales income. This will still require staff time to prepare the RFP, select a broker, review offers, select an offer and handle the escrow.

OPTION 3 - Staff selects an auction company through the RFP process to advertise and auction the properties.

**RDA Housing Assets
to be sold**

Address	APN	Appraised Value
3054 Spencer Avenue	013-223-006	\$40,000
3265 Glenn Avenue	068-300-095	\$160,000
770 Robinson Street	012-121-009	\$130,000
Oro Dam & Highlands	033-232-001 (bare land)	Appraisal on order
Oro Dam	033-232-021 (bare land)	\$11,500
Total appraised value	Not including #4	\$341,500

The escrow, title insurance and any sales commissions will be deducted from the sales proceeds at close of escrow and the net amount will be paid to the City of Oroville.

Staff recommends Option 1 with the Successor Agency Chairperson or the Acting City Administrator authorized to sell the properties at or above the appraised value and sign all necessary documents. The buyer’s agent would be allowed to collect up to a 3.0% sales commission if a real estate agent is used by the buyer. If these parameters cannot be obtained for any of the properties then the proposed sale would be brought back to the City Council.

FISCAL IMPACT

The City Housing Asset Fund will receive all of the net revenue from the sale of the properties:

Housing Asset Fund 141-4959-8900

RECOMMENDATIONS

1. Provide direction regarding the preferred method of selling residential property assets of the former Oroville Redevelopment Agency identified as: 3054 Spencer Avenue, 3265 Glenn Avenue, 770 Robinson Street, and parcels identified as Assessor Parcel No. 033-232-001 and 033-232-021, Oroville; and
2. Adopt Resolution No. 06-14 – A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY AUTHORIZING AND DIRECTING THE CHAIRPERSON OR ACTING

ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF FORMER REDEVELOPMENT AGENCY-OWNED PROPERTIES IDENTIFIED AS: ASSESSOR PARCEL NO. 013-223-006, 068-300-095, 012-121-009, 033-232-001 AND 033-232-021.

ATTACHMENTS

Resolution No. 06-14

**OROVILLE SUCCESSOR AGENCY
RESOLUTION NO. 06-14**

A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER OROVILLE REDEVELOPMENT AGENCY AUTHORIZING AND DIRECTING THE CHAIRPERSON OR ACTING ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF FORMER REDEVELOPMENT AGENCY-OWNED PROPERTIES IDENTIFIED AS: ASSESSOR PARCEL NUMBERS 013-223-006, 068-300-095, 012-121-009, 033-232-001 AND 033-232-021

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

1. The Successor Agency hereby approves the sale of the Successor Agency Housing Assets for the assessed value or more.
2. The Oroville Successor Agency Chairperson or Acting Administrator 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 held on February 16, 2016, 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 CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, PUBLIC SAFETY DIRECTOR

RE: FIRE DEPARTMENT BUDGET ADJUSTMENT

DATE: FEBRUARY 16, 2016

SUMMARY

The Council may consider a budget adjustment for increased revenues for out-of-county fire suppression responses, relating to the Fire Department Budget.

DISCUSSION

The Oroville Fire Department (Department) responded to several out-of-county fires this past year. The Department has submitted claims for reimbursement for these responses, in an amount of \$81,080.25.

The Department would like these increased revenues to be reinvested into the Fire Department. The Department has identified several projects that need to be addressed and feel these monies are best spent on the following projects:

Repair to Ladder Truck: \$8,250.00

During this fiscal year, the Department ladder truck was damaged. The truck was responding to a call for service on a roadway with a steep downward slope. The rear of the truck was damaged on the roadway. This damage did not cause the truck to be taken out of service however, the damage is in need of repair. The Department's budget did not allow for such repairs. Estimates for these repairs were obtained from two companies that specialize in large vehicle collision repair. These companies are both out of the local area. A local company was contacted and did not wish to bid on this type of repair due to the size of the vehicle. The low bid was submitted by HI-Tech E.V.S. Inc. of Oakdale, California, in an approximate amount of \$8,250. (See attached repair estimates for additional details of repair.)

Replacement of Kitchen Cabinets: \$5,000.00

The cabinets in the kitchen at the Department are approximately 35 years old. The quality of the cabinets was marginal at best, when originally purchased. The cabinets are built from a material commonly known as particle board. Over the past 35 years this material has begun to break down. The cabinets have been repaired numerous times.

Due to the deterioration no further repairs are possible. The cabinets have reached end of life, and need to be replaced.

Additional Equipment: \$8,830.25

Additional equipment will be identified as the year progresses. When the equipment is identified the request for purchase will be brought to the City Council for approval.

Overtime Expenditures: \$50,000.00

The balance of the monies will be used to pay down the overtime expenditures.

Project	Cost
Fire Lieutenant (offsetting cost)	\$9,000.00
Ladder Truck	\$8,250.00
Cabinets	\$5,000.00
Misc. Equipment Purchase	\$8,830.25
Overtime Expenditures	\$50,000.00
TOTAL	\$81,080.25

FISCAL IMPACT

The current year cost of this proposal will be offset by out-of-county fire response reimbursements. The Public Safety Department is confident we will continue to increase our earnings from our out-of-county fire response in future years.

Approve Budget Adjustment 2015/16-1202-XX.

Increase Revenues	001-4888-2000	\$81,080.25
Increase Expenditures	001-5100-2000	\$9,000.00
Increase Expenditures	001-5220-2000	\$50,000.00
Increase Expenditures	001-7520-2000	\$8,250.00
Increase Expenditures	001-7510-2000	\$5,000.00
Increase Expenditures	001-7520-2000	\$8,830.25

RECOMMENDATIONS

1. Approve the budget adjustment for increased revenues and expenditures and spending plan as indicated in this staff report, dated February 16, 2016; and
2. Authorize the repair of the ladder truck, utilizing the lowest responsible estimate from HI-Tech E.V.S., in the approximate amount of \$8,250.

ATTACHMENT

A - Repair estimates for Ladder Truck



Rehorn RV Collision Center

Quality Service and Attention to Detail
2160 Bell Avenue, Sacramento, CA 95838
Phone: (916) 925-1000
FAX: (916) 925-2229

Workfile ID: 5a29b208
Federal ID: 14-1880751
Resale Number: SRKH-100-253672
BAR: AL197203

Preliminary Estimate

Customer: Oroville Fire Department

Written By: Kaley Rehorn

Insured: Oroville Fire Department
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
Oroville Fire Department
1735 MONTGOMERY ST
OROVILLE, CA 95965
(530) 282-3257 Evening

Inspection Location:
Rehorn RV Collision Center
2160 Bell Avenue
Sacramento, CA 95838
Repair Facility
(916) 925-1000 Business

Insurance Company:
CUSTOMER PAY

VEHICLE

Year:
Make: FIRE TRUCK
Model: FIRE TRUCK
Color: Int:

Body Style:
Engine:
Production Date:
Condition:

VIN:
License:
State:
Job #:

Mileage In:
Mileage Out:
Vehicle Out:

Truck 1

Preliminary Estimate

Customer: Oroville Fire Department

Vehicle: FIRE TRUCK FIRE TRUCK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	Sect RT REAR CORNER SECTION		1	500.00	40.0	
2	#	Refn REFN RED					15.0
3	#	R&I RT REAR UPR COMP DOOR				2.0	
4	#	R&I LADDER HANDLES				2.0	
5	#	Repl REPL. LADDER		1	400.00	3.0	
6	#	R&I REAR LIGHTS AND MISC HARDWARE				3.0	
7	#	**NEEDS COMPLETE TEARDOWN FOR ESTIMATE		1			
SUBTOTALS					900.00	50.0	15.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			900.00
Body Labor	50.0 hrs @	\$ 110.00 /hr	5,500.00
Paint Labor	15.0 hrs @	\$ 110.00 /hr	1,650.00
Paint	15.0 hrs @	\$ 38.00 /hr	570.00
Subtotal			8,620.00
Sales Tax	\$ 1,470.00 @	8.5000 %	124.95
Grand Total			8,744.95

FOR YOUR PROTECTION CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM: ANY PERSON WHO KNOWINGLY PRESENTS FALSE OR FRAUDULENT CLAIM FOR THE PAYMENT OF A LOSS IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN STATE PRISON.

THE FOLLOWING IS A LIST OF ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED:

MOTOR ABBREVIATIONS/SYMBOLS: D=DISCONTINUED PART, A=APPROXIMATE PRICE. LABOR TYPES: B=BODY LABOR, D=DIAGNOSTIC, E=ELECTRICAL, F=FRAME, G=GLASS, M=MECHANICAL, P=PAINT LABOR, S=STRUCTURAL, T=TAXED MISCELLANEOUS, X=NON TAXED MISCELLANEOUS. CCC ONE: ADJ=ADJACENT, ALGN=ALIGN, A/M=AFTERMARKET, BLND=BLEND, CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION, D&R=DISCONNECT AND RECONNECT, EST=ESTIMATE, EXT. PRICE=UNIT PRICE MULTIPLIED BY THE QUANTITY, INCL=INCLUDED, MISC=MISCELLANEOUS, NAGS=NATIONAL AUTO GLASS SPECIFICATIONS, NON-ADJ=NON ADJACENT, O/H=OVERHAUL, OP=OPERATION, NO=LINE NUMBER, QTY=QUANTITY, RECOND=RECONDITION, REFN=REFINISH, REPL=REPLACE, R&I=REMOVE AND INSTALL, R&R=REMOVE AND REPLACE, RPR=REPAIR, RT=RIGHT, SECT=SECTION, SUBL=SUBLET, LT=LEFT, W/O=WITHOUT, W/_=WITH/_ SYMBOLS: #=MANUAL LINE ENTRY, *=OTHER [IE..MOTORS DATABASE INFORMATION WAS CHANGED], **=DATABASE LINE WITH AFTERMARKET, N=NOTES ATTACHED TO LINE. OPT OEM=ORIGINAL EQUIPMENT MANUFACTURER PARTS EITHER OPTIONALLY SOURCED OR OTHERWISE PROVIDED WITH SOME UNIQUE PRICING OR DISCOUNT.

HI-TECH E.V.S., Inc.



CRIMSON FIRE
A Spartan Company



444 W. GREGER ST. • OAKDALE, CA 95361 • (209) 847-3042 • FAX (209) 847-2110

www.hitechevs.com

01-30-16

Steve Hoffman

Oroville FD

shoffman@orofd.org

TRUCK 1

REPAIR ESTIMATE

- 1) Repair body & tailboard damage on right rear**
- 2) Repair steps & side rail on right side**
- 3) Weld up body panels as needed**
- 4) Repair diamond plate at rear of body**
- 5) Provide paint & body work as needed**
- 6) Check taillights & electrical at rear of body**

Materials	\$1250.00
Labor	\$7000.00
Total	\$8250.00

Prices do not include tax or shipping

**Thank you
Ben Ruthman**

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS
FROM: RUTH WRIGHT, FINANCE DIRECTOR
RE: NEW ORGANIZATIONAL FUND STRUCTURE
DATE: FEBRUARY 16, 2016

SUMMARY

The Council may consider a new organizational fund structure.

DISCUSSION

The City's current organizational structure is the result of many years of using an old system that had basic three (3) levels. Our new software will allow up to ten (10) levels. Staff is proposing we use eight (8) levels at this time, see below:

Old Structure	New Structure
Fund	Fund
Account object code	Fund Group
Department	Function
	Activity
	Location
	Department
	Divisions
	Budget Unit

Our budget will be prepared at the Budget Unit level.

Currently, the City has accumulated 135 Funds. Many Funds are inactive or no longer needed with the new software. Our new proposed list of Funds is only seventy-six (76).

For example, the City has four (4) Sewer Funds: Sewer Fund, Sewer Collection and Maintenance, Sewer Treatment, and Sewer Connection. In the old system, we have four (4) Funds and in the new system we can have one (1) Sewer Fund with three divisions.

Old Structure (4 Funds)

Sewer Fund
Sewer Collection and Maintenance
Sewer Treatment
Sewer Connection

New Structure (1 Fund 3 Divisions)

FUND:
Sewer Fund
DIVISIONS:
Sewer Collection & Maintenance
Sewer Treatment
Sewer Connection

FISCAL IMPACT

There is no fiscal impact with this change.

RECOMMENDATIONS

Approve the City's new organizational fund structure.

ATTACHMENTS

None

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: RUTH WRIGHT, FINANCE DIRECTOR

RE: GENERAL FUND RESERVE POLICY

DATE: FEBRUARY 16, 2016

SUMMARY

The Council may consider a City policy for setting aside a reserve to maintain an adequate level of financial resources to protect against unpredicted one-time expenditures.

DISCUSSION

Staff would like Council to consider establishing a Reserve Policy in order to mitigate the effects of unanticipated situations such as seasonal cash flow shortfalls, economic downturns, local disasters, emergencies or any unforeseen event.

Reserves accumulated during years when revenues exceed expenditures allow the City to adjust to unforeseen events and act as backup liquidity if the need arises.

The level of funding for this reserve is normally calculated by a percentage of the adopted budget operating appropriations. Current year expenditures were appropriated at \$12,886,673.

Currently, the City has funded a General Fund Reserve in the amount of \$800,000, and a Contingency Fund of \$272,568. The City has a total of \$1,072,568 reserved for unforeseen events. This amount represents a little over 8% of the current year adopted budget operating appropriations. Typically, other municipalities maintain their reserves at 10% to 15% but can be set anywhere from 3% to 100%.

Council can establish Reserves between 5% and 15%.

This policy will be included with the City's financial policies.

POLICY

To maintain the City's ability to meet unforeseen event such as cash flow shortfalls, economic downturns, local disasters, emergencies or any unforeseen event, the City hereby establishes a reserve.

The City will maintain a minimum level of Unassigned Fund Balance in the General Fund equivalent of 5% to 15% of the adopted budget operating appropriations.

All uses of the reserve requires City Council approval. The City Council may direct the usage of reserves for the following:

- To provide resources to make up for temporary decreased revenues, such as State subventions.
- To provide temporary resources in the event of an economic downturn.
- To provide resources to meet emergency expenditures in the case of flood, fire, earthquake, landslides or other disasters.

Whenever the reserves are used, the reserve shall be replenished as soon as possible.

FISCAL IMPACT

There is no fiscal impact with this policy implementation.

RECOMMENDATIONS

Approve the Reserve Policy with a reserve target range of 5% to 15%.

ATTACHMENTS

None

**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: ORO DAM BOULEVARD GRADING PROJECT

DATE: FEBRUARY 16, 2016

SUMMARY

The Council may consider a Resolution making findings and consider the award of an Emergency Construction Contract, to the lowest responsible bidder, Santos Excavating, Inc., in the amount of \$21,838, for the Oro Dam Boulevard Grading Project.

BACKGROUND

On November 13, 2015, staff receive a phone call from the Maintenance Manager (Mr. Sprague) of the Edenbridge Apartments regarding unstable soil along the property frontage on Oro Dam Boulevard. The property is located at the northeast corner of Valley View Drive and Oro Dam Boulevard East. The Council received a staff memo regarding this issue on November 17, 2015.

The property was inspected by staff on November 13th and November 16th. The property frontage is raised about 10 – 15 feet above road level, with near vertical slopes. Inspection revealed that a minor soil collapse occurred prior to November 13th (photo attached). Fortunately, the material collected at the toe of the slope and did not enter the road. Inspection also revealed numerous earth cracks set back approximately five feet from the top of the slope and running parallel with Oro Dam Boulevard.

The cracks are evidence of slope failure that is in progress. The presence of earth cracks indicates that the slope of the earth material along the Oro Dam Boulevard property frontage is too steep and is in the process of slowly failing. Without intervention, additional, and potentially large earth collapses can occur without notice. To permanently abate the problem, the sides of the road will require grading to flatten the slopes to a more stable position.

Engineering staff completed a field survey and calculate that approximately 275 yards of earth material require excavation/removal to achieve a 1.5:1.0 slope. Staff prepared and issued an informal request for bids on January 6, 2016, with a bid schedule that included the removal and disposal of 275 yards pf earth and rock outcrop material, removal and disposal of 4 pine trees, the placement of straw and jute netting for slope stabilization, and traffic control.

Due to the potential for a larger slope failure during the remainder of the current rainy season, staff recommends that the requirement for the development of plans and specifications and a normal bid advertising period (typically 30 days) be waived and that an emergency contract be issued for the required work as allowed for by Public Contract Code sections 20168 and 22050.

Staff obtain 9 fixed price bids for this project. The bids received are summarized below:

Santos Excavating - \$21,838
All American Construction - \$26,780
Escheman Construction - \$27,052
Franklin Construction - \$27,928
Duke Sherwood Contracting - \$29,356
Dyer All-Terrain Excavation - \$42,169
Patterson Taber - \$43,070
Deschaine Enterprises - \$45,007
Sunrise Excavating - \$51,783

The low bid was received from Santos Excavating. Staff recommends the Council approval of an Emergency Construction Contract to Santos Excavating, in the amount of \$21,837.

The Public Contract Code requires a four-fifths vote to approve this item. Accordingly, for this item to be approved by the Council, it will require the affirmative vote of six Council Members.

FISCAL IMPACT

Appropriation is available in the Fiscal Year 2015 – 2016 Streets/Storm Drain budget, fund number 001-6820-3100

RECOMMENDATIONS

1. Adopt Resolution No. 8466 - A RESOLUTION OF THE OROVILLE CITY COUNCIL MAKING FINDINGS THAT THE ORO DAM BOULEVARD GRADING PROJECT CONSTITUTES AN EMERGENCY REQUIRING THE EXECUTION OF AN EMERGENCY CONTRACT; AND
2. Adopt Resolution No. 8467 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMERGENCY CONSTRUCTION CONTRACT WITH THE LOWEST RESPONSIBLE BIDDER, SANTOS EXCAVATING, INC. IN THE AMOUNT OF \$21,838, FOR THE ORO DAM BOULEVARD GRADING PROJECT – (Agreement No. 3167); AND
3. Authorize a 5% contract contingency of \$1,092 to only be used for unanticipated and legitimate change orders.

ATTACHMENTS

Resolution No. 8466
Resolution No. 8467
Agreement No. 3167

**CITY OF OROVILLE
RESOLUTION NO. 8466**

A RESOLUTION OF THE OROVILLE CITY COUNCIL MAKING FINDINGS THAT THE ORO DAM BOULEVARD GRADING PROJECT CONSTITUTES AN EMERGENCY REQUIRING THE EXECUTION OF AN EMERGENCY CONTRACT

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

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

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

WHEREAS, it is necessary to complete the Oro Dam Boulevard Grading Project (Project) as soon as possible in order to protect the roadway, vehicles, vehicle occupants and pedestrians from a slope failure.

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

SECTION 1. The above recitals are true and correct.

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

SECTION 3. That the emergency grading work is necessary to protect the roadway, vehicles, vehicle occupants and pedestrians from a slope failure that could occur in the immediate near future.

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

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

SECTION 6. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on February 16, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Donald Rust, Acting City Clerk

**CITY OF OROVILLE
RESOLUTION NO. 8467**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH SANTOS EXCAVATING, INC. IN THE AMOUNT OF \$21,838, FOR THE ORO DAM BOULEVARD GRADING PROJECT

(Agreement No. 3167)

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

1. The Mayor is hereby authorized and directed to execute an Agreement with Santos Excavating, Inc. for the Oro Dam Boulevard Grading Project. 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 an adjourned meeting held on February 16, 2016 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

CONSTRUCTION CONTRACT

(Agreement No. 3167)

This contract for construction ("Contract") is made and entered into the 16th day of February, 2016, by and between City of Oroville ("City"), 1735 Montgomery Street, Oroville, California and Santos Excavating, Inc. ("Contractor"), Chico, California, Contractor's License No. 353466.

1.00. General Provisions

1.01. Purpose of Contract. City owns land known as Oro Dam Boulevard East ("Property"). City is providing funds for the completion of a grading project.

1.02. Contract Price. Contractor shall be paid the amount of \$21,838 ("Contract Price") for the performance of the work required by the Contract. The Contract Price is based on a bid made by the Contractor dated January 22, 2016, and accepted by City as responsive on January 23, 2016, ("Contractor's Bid").

1.03. Statement of Work. Contractor shall furnish all labor, material, supplies, machinery, equipment, and services and shall perform and complete in a satisfactory and workmanlike manner all the work necessary to complete the following Project as described in the Bid Documents:

ORO DAM BOULEVARD GRADING PROJECT

1.04. Time of Completion.

- (a) All work shall be satisfactorily completed within 30 days of Contractor's receipt of a Notice to Proceed from the City. Contractor has taken into consideration and made allowance for ordinary delays and hindrances incidental to such work, whether growing out of delays of common carriers, delays in securing materials or workers, changes omissions, alterations, or otherwise.
- (b) Excusable delays shall consist of: strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, extraordinary weather conditions, labor and material shortages which are beyond the reasonable control of Contractor, or by any other cause beyond the reasonable control of Contractor; provided that Contractor shall notify the City in writing no later than one (1) day after the initial occurrence of any excusable cause of delay.
- (c) If the Contractor is unable to complete any portion of the work due to excusable delay, the completion date shall be extended by the number of days of the excusable delay.
- (e) If completion of the work is delayed beyond the completion date and no extension of time is approved by the City, Contractor agrees that the City would suffer damages, but that such damages would be extremely difficult to ascertain. Therefore, it is agreed that a reasonable estimate of the damages to be suffered by City, in the event that final completion is not achieved by the date recited, and no extension of time has been approved by the City fine is zero (\$0) dollars per

day for each day of delay.

(f) Time is of the essence of this Contract.

1.05. Contract Documents. This Contract shall consist of the general terms, conditions and references contained herein and the following documents:

- Contractor's Bid - Attached as Exhibit "A"
- Request for Bids and Scope of Work Dated January 6, 2016

1.06. Method of Payment.

Upon application for final payment submitted by the Contractor, and approved by the City inspectors, and based satisfactory job progress, the City shall make, or cause to be made, a final payment for the full Contract Price.

1.07. Changes: No changes, additions, or deletions to the specifications for the work to be completed under this Contract shall be made without the prior written consent of the City. The Contract Price may be increased by no more than 10 percent under the following conditions: a) additional repairs are needed which the City determines Contractor reasonably could not have anticipated; and 2) which result in a change of the scope of work necessitating a change in the plans and specifications; and 3) Contractor demonstrates, to the satisfaction of the City that the additional funds are necessary to ensure that the Property will meet rehabilitation standards upon completion of the work.

1.08. Indemnification. Contractor expressly agrees to defend, indemnify and hold harmless City from any and all claims, suits, damages and actions of any kind or description resulting from any act or omission of Contractor or any of its subcontractor (or any agent, employee, or servant thereof) in performance of this Contract, except where caused by the active negligence, sole negligence or willful misconduct of the City. Contractor waives any and all right to any type of express or implied indemnity against the City and its officers and employees.

1.09. Conflict of Interest. Contractor states that no present or former member or officer of the City staff, and no employee of the City who formulates policy or influences decisions with respect to the City Housing Rehabilitation program, had or will have any direct or indirect interest, during his or her tenure or for one year thereafter, in this Contract or in any proceeds or benefits arising from this Contract.

1.10. Termination.

(a) City may, because of breach of the Contract by Contractor, terminate this Contract at any time by a notice in writing to Contractor. Such termination shall be effective in the manner and upon the date specified in said notice and shall be with out prejudice to any claims. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all work and the placing of all orders for materials, facilities, and supplies in connection with the performance of this contract and shall promptly proceed to cancel all existing orders and terminate all subcontracts in so far as such orders and/or subcontracts are chargeable to this Contract.

(b) Upon termination of this Contract for its breach by Contractor, the Contract Price

shall be reduced by the amount of any and all claims which City may have against the Contractor for damages incurred by the City as a result of the breach, including the cost to City to have the work remaining under the Contract completed by another Contractor. Such damage shall also include any reasonable attorney's fees and other costs incurred by City in effecting the termination of the work. Any Contract funds remaining, including amount retained from progress payments, or other amount otherwise earned by the Contractor but not yet paid by the City on the date of the termination, may be applied by City to the damages which were incurred as a result of the Contractor's breach, the balance remaining, if any, payable to the Contractor. If Contract funds as indicated above are insufficient, the Contractor shall be liable for any unpaid balance.

1.11. Written Notice. Written notice shall be deemed to have been duly served if delivered in person or sent by registered or certified mail to:

(a) Contractor at the following address:

Santos Excavating, Inc.
P.O. Box 146
Chico, CA 95927

(b) The City at the following address:

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

2.00. CONTRACTOR'S GENERAL OBLIGATIONS.

Contractor shall provide the following:

2.01. Insurance: Prior to commencing any construction, furnish certificates of insurance to City evidencing insurance coverage.

2.02. Bond: There is no bond required for the Project.

2.03. Permits and Taxes: Obtain all permits and licenses and pay all fees, taxes and other charges (with the exception of permit fees that will be paid for by the City) necessary for the completion and execution of the work to be performed.

2.04. Government Requirements: Perform all work in conformity with applicable state, federal, and local laws and regulation and local building codes whether or not covered by the Contract Documents.

2.05. Maintenance of the Property:

(a) At all times keep the Property free from accumulation of waste material or rubbish caused by Contractor's operation. At the completion of the work, remove all construction activity related waste materials, rubbish, tools, construction equipment, and machinery and leave Property in a neat and clean condition.

- (b) Protect City's property, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of the Contract.

2.06. Warranties: All materials and labor, including those of any subcontractor, for the work, shall be warranted for a period of one year from the date of the final Contractor payment provided for under Section 1.06 and Contractor shall provide City with all manufactures' and suppliers' written guarantees and warranties covering materials and equipment furnished under the Contract, prior to the release of the final Contractor payment provided for under Section 1.06.

2.07. Inspection:

- (a) Permit City or its designees to examine and inspect the work under this Contract before and after completion.
- (b) Cooperate with the City in completing progress inspections and final inspection of the work.

2.08. Payment and Lien Releases: Promptly pay all persons furnishing materials, labor, or services and deliver to the City a complete release of liens for all labor, materials, and services for which a lien or stop notice could be filed under this Contract.

3.00. GENERAL OBLIGATIONS

3.01. There shall be no changes, additions, or deletions to this Contract or the Contract Documents without prior written approval of the Contractor and City. Any change orders must be signed by the Contractor and the City.

3.02. City shall cooperate with the Contractor to facilitate the performance of work.

3.03. City shall permit Contractor to use, at no cost, existing utilities such as light, heat, power, and water necessary to carry out and complete the work.

4.00. ACCEPTANCE/PROJECT CLOSEOUT

4.01. Joint Inspection: Upon receipt of a written notice from Contractor that the work is ready for final inspection and acceptance, Contractor and representatives of the City shall meet at the Property. If deficiencies are noted, Contractor shall be responsible for correcting the items identified prior to filing a Notice of Completion or receiving final payment.

4.02. Notice of Completion: When the work has been completed in conformity with the Contract Documents and any Change Orders, and deficiencies have been corrected to the satisfaction of the City, the City shall accept the work by signing a Notice of Completion.

5.00. DISPUTE RESOLUTION

Any dispute which arises under this Contract, and which remains unresolved for fifteen (15) working days after the City has been informed in writing of the dispute by either

party, shall be subject to Public Contract Section 20104. et seq.

6.00. MISCELLANEOUS PROVISIONS

- 6.01. Entire Agreement: The Contract Documents contain the entire agreement between the parties. No variation, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a written document duly executed by or on behalf of such party.
- 6.02. Waiver: No consent or waiver, express or implied, by either party to or of any breach or default by the other shall be deemed default. Failure on the part of either party to complain of any act of the other party or to declare the other party in default shall not constitute a waiver by such party of its rights hereunder.
- 6.03. Successors and Assigns: The provisions of this Contract bind both parties and their successors and assigns. Contractor shall not assign this Contract without written consent of the City.
- 6.04. Governing Law: This Contract and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City and Contractor have executed this Contract.

CONTRACTOR

By: _____
Santos Excavating, Inc.

Date: _____.

CITY OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

Date: _____.

EXHIBIT A

BID SCHEDULE

Oro Dam Boulevard Grading Project

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

Santos Excavating Inc, P.O. Box 146, Chico, CA 95927
 Bidder's Company Name, Address and Phone Number

G. Santos, George A. Santos, President 530.894.2274
 Bidder's Title, Signature and Date

BASE BID ITEM	ITEM DESCRIPTION	QTY	BID UNITS	UNIT PRICE	EXTENDED PRICE
1	Excavation, Remove and Disposal 275 CY Earth and Rock Material	1	LS	\$ 40 ⁻	\$ 11,000 ⁻
2	Tree Removals (Quantity = 4)	1	LS	\$ 200 ⁻	\$ 800 ⁻
3	Rock Removal and Disposal Using Hydraulic Breaker	8	HRS	\$ 350 ⁻	\$ 2,800⁻ ^{2,800⁻}
4	Placement of Straw and Jute Netting	4725	SF	\$ 1.50	\$ 7,087.50
TOTAL BASE BID					\$ 21,687.50
ALTERNATE BID ITEM					
1A	Traffic Control	1	EA	150 ⁻	\$ 21,837.50
Notes to Bid Schedule:					
1. Bid Item No. 2 shall be paid based on actual hours required to remove rock using hydraulic breaker. The hourly rate to be bid shall include mobilization, operator and any other resources required for rock removal and disposal only operation.					

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RICK FARLEY, RDA COORDINATOR (530) 538-4307);
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT (530) 538-2433)**

RE: LAND SALES OF CITY-OWNED RESIDENTIAL PROPERTIES

DATE: FEBRUARY 16, 2016

SUMMARY

The Council may consider options for the sale of City-owned residential property assets identified as: 247 Canyon Highlands Drive, 2485 Nevada Avenue and 730 Bird Street, Oroville.

DISCUSSION

The City of Oroville is the owner of record on the title for three (3) residential properties and one (1) residential lot in Oroville that need to be sold. The proceeds of the sales will be placed in the Housing Asset Fund and will be used to develop extremely low income housing within the community.

Staff is requesting direction on the method of selling the properties.

OPTION 1 – Staff sells the properties which would reduce the real estate sales commissions and increase the amount to the Housing Asset Fund. Staff time would be paid for from the Business Assistance and Housing Development Department’s budget. A reduced commission, not to exceed three percent (3%), would be paid to brokers that provide a successful buyer to the City.

OPTION 2 - Staff selects a real estate broker through the Request for Proposal (RFP) process to sell the properties and the broker commission to be paid from the property sales income. This will still require staff time to prepare the RFP, select a broker, review offers, select an offer and handle the escrow.

OPTION 3 - Staff selects an auction company through the RFP process to advertise and auction the properties.

**City Housing Assets
to be sold**

247 Canyon Highlands	033-170-030	\$190,000
247 Canyon Highlands lot	033-170-029	\$14,000
2485 Nevada Avenue	013-073-006	\$80,000
730 Bird Street	012-064-010	\$32,500
Total Appraised Value		\$316,500

The escrow, title insurance and any sales commissions will be deducted from the sales proceeds at close of escrow and the net amount will be paid to the City of Oroville.

Staff recommends Option 1 with the Mayor or Acting City Administrator authorized to sell the properties at or above the appraised value and sign all necessary documents. The buyer’s agent would be allowed to collect up to a 3.0% sales commission if a real estate agent is used by the buyer. If these parameters cannot be obtained for any of the properties then the proposed sale would be brought back to the City Council for further consideration.

FISCAL IMPACT

The City Housing Asset Fund will receive all of the net revenue from the sale of the properties:

Housing Asset Fund 141-4959-8900

RECOMMENDATIONS

1. Provide direction regarding the preferred method of selling City-owned residential property assets identified as: 247 Canyon Highlands Drive, 2485 Nevada Avenue and 730 Bird Street, Oroville; and
2. Adopt Resolution No. 8468 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR OR ACTING CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF CITY-OWNED PROPERTY IDENTIFIED AS: ASSESSOR PARCEL NO. 033-170-029, 033-170-030, 013-073-006 AND 012-064-010.

ATTACHMENTS

Resolution No. 8468

**CITY OF OROVILLE
RESOLUTION NO. 8468**

A RESOLUTION OF THE OROVILLE CITY AUTHORIZING AND DIRECTING THE MAYOR OR ACTING CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS RELATING TO THE SALE OF CITY-OWNED PROPERTY IDENTIFIED AS: ASSESSOR PARCEL NUMBERS 033-170-029, 033-170-030, 013-073-006 AND 012-064-010

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

1. The Oroville City Council hereby approves the sale of the City Housing Assets for the assessed value or more.
2. The Mayor or Acting City Administrator is hereby authorized to sign the Deed and escrow documents related to the sale of these properties.
3. 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 February 16, 2016, 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

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RICK FARLEY, RDA COORDINATOR (530) 538-4307);
DONALD RUST, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT (530) 538-2433)**

**RE: EXCLUSIVE ECONOMIC DEVELOPMENT AGREEMENT WITH
SNYDER COMMERCIAL REAL ESTATE, LLC. AND COMPENSATION
AGREEMENT**

DATE: FEBRUARY 16, 2016

SUMMARY

The Council will review the Master Disposition and Development Agreement with Snyder Commercial Real Estate, LLC, for the development of the Gateway Project and consider approving a compensation agreement.

DISCUSSION

For many years, the former Oroville Redevelopment Agency and City Council have sought to rejuvenate the area adjacent the Highway 70 Montgomery Street on/off-ramp, commonly referred to as the Gateway site by consolidating four parcels, two owned by the City and two owned by the RDA.

In 2012 the City of Oroville and Snyder Commercial Real Estate, LLC concluded project discussions regarding a two-phased development of the Gateway site and signed a Master Disposition and Development Agreement (MDDA). The attached MDDA lays out the terms for which this development project shall occur. This MDDA contract includes:

1. Site and Parcel details
 - a. APN: 012-060-001, APN: 012-060-002 (Phase One) (City Owned)
 - b. APN: 035-290-039, APN: 035-290-003 (Phase Two) (Successor Agency)

2. Parties to the Agreement
 - a. Developer - Snyder Commercial Real Estate
 - b. City – City of Oroville

3. Development Guarantee
 - a. Developer posts \$100,000 Letter of Credit

4. Disposition of the Sites

City agrees to sell, and the developer to purchase for development, the Site for a nominal amount of \$1.00. However, the Site will be assessed for property tax purposes at the value established by Butte County Assessor's office and the property will go on the property tax rolls at the close of escrow.

- a. Phase One area, owned by the City of Oroville
550 and 570 Montgomery Street, Oroville, CA 95965 (Vacant Land)
 - i. AREA: 0.7 gross acres
 - ii. APN: 012-060-001 & 012-060-002
 - b. Phase Two area, was owned by the Oroville RDA but was transferred to the City of Oroville on July 16, 2015 as per the Successor Agency Long Range Property Management Plan (LRPMP).
West side of Feather River Blvd. and North of Montgomery Street, Oroville, CA 95965 (Vacant Land)
 - i. AREA: 12.2 Acres
 - ii. APN: 035-290-039 & 035-290-003
5. Phased Development Timeline
- a. Phase One
 - i. Requires that site improvements be completed and development occur within 18 months of closing.
 - b. Phase Two
 - i. Provides for a “Buy-Back” clause – at same amount as purchase - should Snyder Commercial Real Estate fail to initiate construction on the site within 36 months of closing. Start of construction is defined as grading completed and - at a minimum - as plans being submitted not necessarily approved by the City.
 - c. Schedule of Performance
 - i. Attachment No. 4

The Developer and City agree that the proposed Gateway Project will feature a high quality hotel, several restaurant pads, along with a mix of commercial and retail space. This private-public partnership (P3) – MIDAS Project - typifies the method by which future capital investments will deliver long-term infrastructure assets and related services for our community.

COMPENSATION AGREEMENT

The City of Oroville is contributing its .7 acres to this project and wants to include the 12.2 acres acquired from the former RDA through the Successor Agency. In order to proceed with the project by passing title to these properties to the developer for \$1.00, the City must approve a compensation agreement. All of the other 16 affected taxing entities will also need to approve the \$1.00 compensation agreement if the project is to move forward as planned.

If these former RDA properties are sold outright, the City of Oroville would receive a one-time 29% portion of the sales proceeds and then receives 24% of the annual property taxes generated. The other 16 taxing entities also receive a portion of the sales proceeds and property taxes based on their distribution percentage which are all different amounts. If these properties are sold to the developer for \$1.00 and the developer injects a total of \$35 million into the project as projected the return to the taxing entities will be significantly higher.

ENVIRONMENTAL REVIEW

Environmental review required.

FISCAL IMPACT

The City will receive 24% of the property taxes generated from the project.

RECOMMENDATION

Provide direction to staff, as necessary.

ATTACHMENTS

None