

"INTERACTIVE AGENDA" Click on the agenda item in the index to the left for agenda item details.



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Regular Meeting

**MARCH 1, 2016**  
**CLOSED SESSION 5:00 P.M.**  
**OPEN SESSION 6:00 P.M.**  
**AGENDA**

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

#### ROLL CALL

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

#### CONVENE TO CLOSED SESSION (ITEMS LISTED ON PAGE NO. 5 AND 6)

#### RECONVENE TO OPEN SESSION

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

#### PLEDGE OF ALLEGIANCE

#### PROCLAMATION / PRESENTATION

Proclamation in recognition and appreciation of the *Northwest Lineman College*

*New Business Certificate* and *Welcome to Oroville* for *The Patio*

#### CONSENT CALENDAR

1. **APPROVAL OF THE MINUTES OF FEBRUARY 16, 2016 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

#### *Administration Department:*

2. **MONTHLY FINANCIAL REPORT AND REPORT OF INVESTMENTS FOR JANUARY 2016** – report attached

The Council will receive a copy of the Monthly Financial Report and Report of Investments for January

2016. (Ruth Wright, Director of Finance)

Council Action Requested: **Acknowledge receipt of the January 2016 Monthly Financial Report and Report of Investments.**

**Community Development Department:**

3. **REQUEST FOR PARTNERSHIP WITH BUTTE COUNTY OFFICE OF EDUCATION FOR KID'S ART DAY EVENT AT THE CENTENNIAL CULTURAL CENTER – staff report**

The Council may consider the partnership request of the Butte County Office of Education for the upcoming Kid's Art Day event at the Centennial Cultural Center. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Approve the partnership with the Butte County Office of Education's Visual and Performing Arts Program and the Oroville Arts Commission on the Kid's Art Day event to be held on Saturday, March 19, 2016.**

4. **MEMEORANDUM OF UNDERSTANDING WITH THE LANTRIP FAMILY – staff report**

The Council may consider a Memorandum of Understanding (MOU) with the Lantrip family outlining the governance and long-term sustainability of the ashtray collection donation. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8469 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LANTRIP FAMILY OUTLINING THE GOVERNANCE AND LONG-TERM SUSTAINABILITY OF THE LANTRIP ASHTRAY COLLECTION DONATION – (Agreement No. 2093-1).**

**Administration Department:**

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

The Council may consider an Amendment to the Memorandum of Understanding between the City of Oroville and the Oroville Management and Confidential Association. **(Bill LaGrone, Personnel Director)**

Council Action Requested: **Adopt Resolution No. 8470 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION RELATING TO THE EDUCATION PAY PROGRAM – (Agreement No. 3083-1).**

6. **AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES – staff report**

The Council may consider an Amendment to the Supplemental Benefits Fund Implementation Agreement between the City of Oroville and the State of California Department of Water Resources, extending the term through July 20, 2017. **(Bob Marciniak, SPF Program Specialist)**

Council Action Requested: **Adopt Resolution No. 8471 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES, EXTENDING THE TERM THROUGH JULY 20, 2017 – (Agreement No. 1688-7).**

7. **AUTOCAD UPGRADE** – staff report

The Council will receive information about upgrading existing AutoCAD 2007 and AutoCAD LT 2007 into 2-3 years subscription licenses of AutoCAD Civil 3D. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

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

8. **PURCHASE OF COMPUTERS FOR THE CITY TRAFFIC SYNCHRONIZATION PROJECT** – staff report

The Council will receive information about the purchase of a laptop and a desktop for the City Traffic Synchronization Project. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

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

9. **PURCHASE OF THREE TABLET COMPUTERS FOR PUBLIC WORKS** – staff report

The Council will receive information about the purchase of three (3) Microsoft Surface tablets. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

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

10. **AMENDMENT TO AGREEMENT WITH VISION INTERNET SOLUTIONS, INC.** – staff report

The Council may consider an Amendment to the Agreement with Vision Technology Solutions, Inc. for the addition of new features to their website hosting package. **(Tyson Pardee, IT Manager and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8472 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH VISION TECHNOLOGY SOLUTIONS, INC. – (Agreement No. 1799-2).**

**PUBLIC HEARINGS** - None

**REGULAR BUSINESS**

**Public Safety Department:**

11. **REQUEST FOR PROPOSALS FOR NEW BUILDING AND CONCRETE SLAB AT THE PUBLIC SAFETY FACILITY** – staff report

The Council may consider authorizing the release of a Request for Proposals for a new 30' x 40' x 16' metal building and concrete slab to be constructed at the Public Safety Facility. **(Bill LaGrone, Director of Public Safety)**

Council Action Requested: **Authorize the release of a Request for Proposals for a new 30' x 40' x 16' metal building and concrete slab to be constructed at the Public Safety Facility.**

**Community Development Department:**

12. **OFFER TO ACQUIRE THE SOUTHSIDE OROVILLE COMMUNITY CENTER** – staff report

The Council may consider an offer from Butte County to acquire ownership of the Southside Oroville Community Center located at 2959 Lower Wyandotte Road, Oroville. **(Donald Rust, Director of**

**Community Development)**

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

**13. LETTER AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY – staff report**

The Council may consider a Letter Agreement with Pacific Gas and Electric Company for the temporary use of City property (APN 035-450-013) as a construction lay down area for a gas line improvement project. **(Rick Walls, Interim City Engineer and Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8473 - RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE A LETTER AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE TEMPORARY USE OF CITY PROPERTY (APN 035-450-013) AS A CONSTRUCTION LAY DOWN AREA FOR A GAS LINE IMPROVEMENT PROJECT – (Agreement No. 3168).**

**14. REQUEST FROM THE NORTH STATE DANCERS ASSOCIATION FOR OVERNIGHT RV PARKING – staff report**

The Council may consider permitting the overnight parking of approximately fifteen RVs, from March 30, 2017 through April 2, 2017, in a specified area of the Municipal Auditorium levee parking lot, for the 49<sup>th</sup> Annual Square Dancing Jamboree. **(Donald Rust, Director of Community Development)**

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

**15. FEE WAIVER REQUEST FROM THE OROVILLE DOWNTOWN BUSINESS ASSOCIATION – staff report**

The Council may consider a request from the Oroville Downtown Business Association to waive the fees for an administrative permit for the ODBA's 2016 Farmers Market. **(Donald Rust, Director of Community Development)**

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

**16. DEVELOPMENT OF PRIORITY LIST FOR USE OF EXCESS BOND PROCEEDS – staff report**

The Council may provide direction for the development of a priority list for the approximately \$3,395,434 of excess bond proceeds to the City of Oroville for implementation of projects consistent with the original bond covenants. **(Donald Rust, Director of Community Development, Rick Farley, RDA Coordinator and Dawn Nevers, Assistant Planner)**

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

**Administration Department:**

**17. AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH DEAN HILL JR., DEPUTY FIRE CHIEF – staff report**

The Council may consider Amendments to the Employment Agreement with Dean Hill Jr., Deputy Fire Chief. **(Bill LaGrone, Personnel Director)**

Council Action Requested: **Adopt Resolution No. 8474 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DEAN HILL JR. – (Agreement No. 3074-1).**

**18. AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH PATRICK CLARK CONSULTING**  
– staff report

The Council may consider an Amendment to the Professional Services Agreement with Patrick Clark Consulting, in the amount of 50,000, for Labor Negotiation Services relating to all City employee associations. **(Bill LaGrone, Personnel Director)**

Council Action Requested:

1. **Adopt Resolution No. 8475 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PATRICK CLARK CONSULTING FOR LABOR NEGOTIATION SERVICES RELATING TO ALL CITY EMPLOYEE ASSOCIATIONS - (Agreement No. 3115-1); and**
2. **Approve the necessary budget adjustment, as indicated in the March 1, 2016 staff report.**

**19. 2016 STATE OF THE CITY ADDRESS** – staff report

The Council may consider coordinating the 2016 State of the City Address with the April 1, 2016 Oroville Downtown Business Association's 1<sup>st</sup> Friday event. **(Donald Rust, Director of Community Development)**

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

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

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Tourism and Festival Committees – activity report
- Oroville Downtown Business Association – activity report
- Tree and Vegetation Ad hoc Committee – 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: Deputy Fire Chief.

3. Government Code section 54956.9(d), the Council will meet with the Acting City Administrator and the City Attorney regarding potential litigation – one case.
4. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, Acting City Administrator and City Attorney, regarding the property identified as 2959 Lower Wyandotte Road, Oroville, CA 95966.
5. Pursuant to Government Code section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance related to the following position: Director of Community Development.

1200

### **ADJOURNMENT**

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, March 15, 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 16, 2016 – 5:00 P.M.**

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The agenda for the February 16, 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](http://www.cityoforoville.org) on Thursday, February 11, 2015, at 10:50 a.m.

The February 16, 2016 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 5:00 p.m.

**ROLL CALL**

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

**Staff Present:**

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Donald Rust, Director of Community Development  
Bill LaGrone, Director of Public Safety  
Allen Byers, Assistant Police Chief  
Tyson Pardee, IT Manager  
Amy Bergstrand, Management Analyst III  
Karolyn Fairbanks, City Treasurer  
Rick Farley, RDA Coordinator

Ruth Wright, Director of Finance  
Scott Huber, City Attorney  
Jamie Hayes, Assistant City Clerk  
Alex Brown, Associate Civil Engineer  
Chris Nicodemus, Police Lieutenant  
Gary Layman, Chief Building Official

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**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Mayor Dahlmeier, with assistance from local youths.

**PROCLAMATION / PRESENTATION**

Bill LaGrone, Director of Public Safety, conducted Oaths of Office for new Volunteers in Police Service Officers, Tasha Levinson, Linda Fite and Sydney Fite.

Donovan Hill gave a presentation regarding Heifer International, a nonprofit program working to eradicate poverty and hunger through sustainable, values-based holistic community development.

Sandy Linville, Chief Executive Officer of the Oroville Area Chamber of Commerce gave a presentation regarding their 5-Year Strategic Plan.

Tyson Pardee, City of Oroville IT Manager, gave a presentation regarding the City's New Website.

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

Glen King – Item No. 7  
Harrel Wilson – Item No. 13

Daniel Ledford – item No. 13  
Jesse Gilmore – Item No. 13

## CONSENT CALENDAR

A motion was made by Council Member Pittman, seconded by Vice Mayor Wilcox, to approve the following Consent Calendar, with exception to Item No. 3, 4 and 7:

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

### Finance Department:

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

### Community Development Department:

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

The Council considered 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 received 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. THIS ITEM WAS REMOVED FROM THE CONSENT CALENDAR (SEE BELOW)**

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**

**Public Safety Department:**

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

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

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

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

**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).**

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

**Finance Department:**

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

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

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

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

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

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

**Community Development Department:**

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

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

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

Glen King, Applicant, answered questions posed by the Council relating to the deferral of frontage improvements and the paving of the lot at 1859 Ehmman Street.

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

**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).**

The motion was passed by the following vote:

Ayes: Council Members Del Rosario, Pittman, Simpson, Vice Mayor Wilcox, Mayor

Noes: Dahlmeier  
Council Members Berry, Hatley  
Abstain: None  
Absent: None

**PUBLIC HEARINGS** - None

**REGULAR BUSINESS**

**Successor Agency:**

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

The Successor Agency considered 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)**

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

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.**

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 Safety Department:**

**9. FIRE DEPARTMENT BUDGET ADJUSTMENT** – staff report

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

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

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.**

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

**Finance Department:**

**10. NEW ORGANIZATIONAL FUND STRUCTURE – staff report**

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

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

**Approve the City's new organizational fund structure.**

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

**11. GENERAL FUND RESERVE POLICY – staff report**

The Council considered 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)**

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

**Approve the Reserve Policy with a reserve target of 8%.**

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

**Community Development Department:**

**12. ORO DAM BOULEVARD GRADING PROJECT – staff report**

The Council considered 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)**

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

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.**

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

**Business Assistance and Housing Development Department:**

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

The Council considered 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)**

Daniel Ledford and Jesse Gilmore expressed concerns over the sale of Assessor Parcel No. 033-170-029 and 033-170-030.

Harrel Wilson stated his opposition to the appraisal amount of Assessor Parcel No. 033-170-029 and 033-170-030.

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

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.**

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

**Administration Department:**

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

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

Following discussion, the Council directed staff to provide presentations to the other taxing agencies associated with the development of the proposed Gateway Project.

**MAYOR/ COUNCIL REPORTS**

Council Member Pittman reported his attendance to the Butte County Association of Governments and the Oroville Area Chamber of Commerce Board meetings.

**CITY ADMINISTRATOR/ ADMINISTRATION REPORTS**

- Public Safety Department – activity report

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

- Removal of out building on City-owned property located on S. 5<sup>th</sup> Avenue to deter transient activity
- Denial of Memorandum of Understanding request with Monterey Institute of International Studies relating to an international business plan (IBP) related to Cultural Heritage and Preservation Projects specially focused on the Chinese Temple

**CORRESPONDENCE** - None

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

**CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville 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: Deputy Fire Chief.
4. Government Code section 54956.9(d), the Council met with the Acting City Administrator and the City Attorney regarding potential litigation – one case.

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

**ADJOURNMENT**

The meeting was adjourned at 8:27 p.m. A special meeting of the Oroville City Council will be held on Tuesday, March 16, 2016, at 5:00 p.m.

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Donald Rust, Acting City Clerk

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Thil Wilcox, Vice Mayor

**REPORT OF  
INVESTMENTS**

**JANUARY 2016**

**CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY**

**MONTHLY SUMMARY OF INVESTMENTS**

**January 2016**

**CERTIFICATION:**

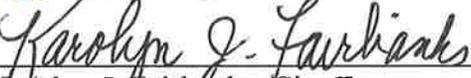
I certify that the information provided above is correct to the best of my knowledge and that (1) all investments are made in accordance with the investment policy and the laws of the State of California and (2) that sufficient funds are available to meet the anticipated expenditures for the next six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

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

2/23/16  
\_\_\_\_\_  
Date

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

02.23.16  
\_\_\_\_\_  
Date

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

02-24-16  
\_\_\_\_\_  
Date



2/1/2016

City of Oroville Investment Portfolio Report				
Summary of Investments				
	Yield	Dec-15	Yield	Jan-16
Local Agency Investment Fund (LAIF)	0.400%	17,452,711	0.446%	21,970,559
Bank of the West Operating Account	0.00%	1,781,641	0.00%	1,458,775
<b>Total Pooled Investments</b>		<b>19,234,353</b>		<b>23,429,334</b>
City Investment Portfolio - Investments Held in Trust				
	Yield to Maturity			Market Value
Series 2015 A & B 2004 B Escrow Account				
Uninvested Cash	0.000%			231
US Treasury	0.370%			7,013
US Treasury	0.870%			294,738
Series 2015 A & B 2004 B Cost of Issuance Fund				
Blackrock Provident T Fund	0.01%			16,040
<b>Total</b>				<b>318,022</b>

**MONTHLY FINANCIAL  
REPORT**

**JANUARY 2016**

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

**JANUARY 2016**



**CITY OF OROVILLE, CALIFORNIA**  
**FINANCIAL SUMMARY**  
**FOR THE PERIOD ENDED**  
 January 31, 2016

	REVENUES					EXPENDITURES				
	Actual January 2016	YTD	Budget Total Year 2015-2016	Remaining Budget	% of year Remaining 42%	Actual January 2016	YTD	Budget Total Year 2015-2016	Remaining Budget	% of year Remaining 42%
<b>CITY DEPARTMENTS</b>										
<b>GENERAL FUND</b>										
City Council	-	-	-	-	-	11,799	78,585	135,780	57,195	42%
Mayor	-	-	-	-	-	2,892	18,389	34,382	15,993	47%
City Attorney	-	-	-	-	-	26,948	115,055	242,000	126,945	52%
City Clerk	-	20	-	(20)	-	13,351	110,585	185,167	74,582	40%
Human Resources	-	-	-	-	-	9,414	74,389	141,270	66,881	47%
City Admin.	-	-	-	-	-	-	7,822	8,153	331	4%
Economic Develop./Comm. Enh.	-	-	-	-	-	3,063	32,382	58,792	26,410	45%
Information Technology	-	-	-	-	-	28,289	241,147	408,681	167,534	41%
Finance	23	156	500	344	69%	48,138	354,661	592,291	237,630	40%
Post Employment Costs	379	2,842	5,500	2,658	48%	6,894	35,078	60,711	25,633	42%
City Treasurer	-	-	-	-	-	2,873	18,104	33,576	15,472	46%
Planning	5,041	123,650	158,517	34,867	22%	18,844	112,133	269,214	157,081	58%
City Hall	369	6,547	10,000	3,453	35%	19,715	68,436	94,061	25,625	27%
Arline Rhyne	385	4,779	7,850	3,071	39%	789	6,280	9,135	2,856	31%
Fire Department	9,724	35,651	152,280	116,629	77%	177,747	1,483,120	2,512,259	1,029,139	41%
Police Department	32,404	1,016,454	1,242,929	226,475	18%	399,856	3,292,422	5,754,185	2,461,763	43%
Building/Code Enforcement	75,767	291,640	488,050	196,410	40%	25,677	292,258	463,940	171,682	37%
Public Works Admin.	12,602	139,360	157,007	17,647	11%	12,940	100,388	134,754	34,366	26%
Streets/Storm	2,899	329,667	684,119	354,452	52%	39,953	620,508	914,228	293,720	32%
Parks & Trees	1,744	9,609	41,153	31,544	77%	44,224	327,373	676,274	348,901	52%
Pioneer Museum	-	577	1,512	935	62%	315	1,926	5,200	3,274	63%
Bolt's Museum	199	3,269	4,500	1,231	27%	544	5,463	9,700	4,237	44%
Chinese Temple	-	3,309	7,750	4,441	57%	3,301	43,562	47,828	4,266	9%
Lott Home	117	5,432	8,450	3,019	36%	1,197	28,971	54,771	25,800	47%
State Theater	1,331	9,515	12,300	2,786	23%	3,749	34,931	35,900	969	3%
Liability/Property Insurance	-	-	-	-	-	-	239,120	268,945	29,825	11%
Non Departmental*	1,963,015	4,882,765	10,358,177	5,475,412	53%	4,944	182,002	189,397	7,395	4%
<b>Totals</b>	<b>2,105,999</b>	<b>6,865,240</b>	<b>13,340,594</b>	<b>6,475,354</b>	<b>49%</b>	<b>907,457</b>	<b>7,925,090</b>	<b>13,340,594</b>	<b>5,415,504</b>	<b>41%</b>

\* Revenues include Property Tax, Utility Users, Transient Occupancy, Motor Vehicle, and Proceeds of Property Sales. Expenditures include salary expenses, capital projects and charges for Butte County Services.

CITY OF OROVILLE

EXPENSE REPORT ALL BUDGETED FUNDS January 2016

FUND Description	Actual January 2016	Year To Date Actual	Budget Total Year 2015-2016	Remaining Budget	42% of year Remaining Actual to Budget
001 General Fund	907,457	7,925,090	13,340,594	5,415,504	41%
100 Comm. Promotion	2,750	7,750	25,000	17,250	69%
101 Sewer Fund	682,339	2,728,101	4,043,438	1,315,337	33%
104 SWRCON/FEE FUND	-	2,716	100	(2,616)	-
105 Drainage Fees	-	2,716	175,000	172,285	98%
106 Park Dev Fees	-	30,179	40,500	10,321	25%
108 Traffic Impact	62,271	431,532	10,000	(421,532)	-
109 DRAINAGE/CTYWDE	-	2,716	156,000	153,284	98%
111 LOCAL TRANSP	-	138,118	138,026	(92)	-
112 GAXTX RSTP FUND	-	-	566,501	566,501	100%
113 CANINE FUND	649	10,118	5,700	(4,418)	-
116 TECH FEE FUND	208	41,907	27,000	(14,907)	-
118 SB1186 C/FUND	-	5	40	35	87%
119 RECYCLING FUND	36,915	64,138	76,555	12,417	16%
120 GTx 2107/2107.5	-	61,353	100,000	38,647	39%
125 GTx 2106 Fund	-	34,815	60,000	25,185	42%
127 Gas Tax 2105	-	94,090	250,600	156,510	62%
130 Spec. Aviation	21,604	396,046	576,924	180,878	31%
140 Housing Admin	39,270	264,159	-	(264,159)	-
141 HSG PRG FUND	1,872	90,660	-	(90,660)	-
149 HOME FUND	2,780	273,595	-	(273,595)	-
150 CDBG Fund	159,655	1,823,646	5,163,503	3,339,857	65%
151 EDBG FUND	24,025	172,951	300,000	127,049	42%
155 Asset Seizure	-	22,000	-	(22,000)	-
156 Pub Sfty Aug	-	105,000	105,000	-	-
157 SUPPLAWENFORCMT	-	105,000	105,000	-	-
158 L.L.E.BLOCK GRT	729	42,008	184,100	142,092	77%
159 LAW ENF.IMP.FEE	-	2,716	2,500	(216)	-
160 MISC FUND	18	670,010	100,250	(569,760)	-
163 FIRE SUP IMPFEE	-	8,368	4,500	(3,868)	-
166 GRANT-FIRE FUND	26,442	197,878	191,805	(6,073)	-
168 PEG FEE FUND	753	4,891	-	(4,891)	-
169 GEN GOVT DEVIMP	-	2,715	2,000	(715)	-
180 OPFA	725	17,837	43,712	25,875	59%
184 LLMD ALL ZONES	61	3,710	11,806	8,096	69%
185 BAD ALL ZONES	20	180	800	620	77%
186 WESTSIDE PUB/S/F	20	180	400	220	55%
187 PUB/SAFETY SERV	21,118	401,363	378,454	(22,909)	-
190 SUPPBENEFITFUND	5,743	1,636,372	1,966,986	330,614	17%
198 RDA General	-	735,346	726,806	(8,540)	-
230 CITY DEBT SERV	36,328	36,328	-	(36,328)	-
305 Equip Replcmnt	-	160	123,115	122,955	100%
307 CAPITAL PROJ	-	632,364	-	(632,364)	-
410 Local Transit	62,350	350,295	566,501	216,206	38%
440 BUSINESS DEVCTR	779	10,036	17,000	6,964	41%
450 CTY/HOUSG EDRLF	6	51,137	130,000	78,863	61%
451 CDBG EcoDev RLF	500	6,779	687	(6,092)	-
453 MICRO-ENP RLF	37,292	503,772	5,868,558	5,364,786	91%
454 CAL-HOME RLF	-	-	52,000	52,000	100%
455 HOME Hsg RLF	3	101,029	-	(101,029)	-
458 RBEG	-	-	7,980	7,980	100%
460 City RLF	-	3,120	-	(3,120)	-
520 Stores Revolv.	1,395	30,521	49,000	18,479	38%
540 Veh Maint Fund	36,187	296,386	490,403	194,017	40%
550 Wrkrs Comp.	900	292,540	486,767	194,227	40%
552 UNEMP-SELF INS	-	35,560	45,000	9,440	21%
555 SELF INS VISION	2,817	29,907	45,500	15,593	34%
<b>Total All Funds</b>	<b>2,175,984</b>	<b>20,931,909</b>	<b>36,762,111</b>	<b>15,830,202</b>	<b>43%</b>

## CITY OF OROVILLE

## REVENUE REPORT ALL BUDGETED FUNDS JANUARY 2016

FUND Description	Actual January 2016	Year To Date Actual	Budget Total Year 2015-2016	Remaining Budget	42% of year Remaining Actual to Budget
001 General Fund	2,105,999	6,865,240	13,340,594	6,475,354	49%
100 Comm. Promotion	25	11,027	13,500	2,473	18%
101 Sewer Fund	1,535,489	1,958,040	3,595,127	1,637,087	46%
104 SWRCON/FEE FUND	807	3,608	50,188	46,580	93%
105 Drainage Fees	428	789	4,350	3,561	82%
106 Park Dev Fees	95	4,019	45,112	41,093	91%
108 Traffic Impact	603	3,305	73,831	70,526	96%
109 DRAINAGE/CTYWDE	510	2,526	75,350	72,824	97%
111 LOCAL TRANSP	-	68	50	(18)	-
112 GAXTX RSTP FUND	433	169,572	547,711	378,139	69%
113 CANINE FUND	101	614	8,523	7,909	93%
116 TECH FEE FUND	2,535	16,199	25,071	8,872	35%
118 SB1186 C/FUND	606	716	1,203	487	40%
119 RECYCLING FUND	3,298	6,593	58,182	51,589	89%
120 GTx 2107/2107.5	-	61,353	100,000	38,647	39%
125 GTx 2106 Fund	-	34,815	60,030	25,215	42%
127 Gas Tax 2105	-	94,090	250,641	156,551	62%
130 Spec. Aviation	24,276	329,404	485,561	156,157	32%
140 Housing Admin	20,547	242,981	-	(242,981)	-
141 HSG PRG FUND	12,110	211,126	-	(211,126)	-
149 HOME FUND	157	129,572	-	(129,572)	-
150 CDBG Fund	95,799	860,239	5,161,201	4,300,962	83%
151 EDBG FUND	24,025	172,951	300,000	127,049	42%
155 Asset Seizure	11	31	40	9	23%
156 Pub Sfty Aug	-	46,540	100,000	53,460	53%
157 SUPPLAWENFORCMT	9,500	71,102	95,024	23,922	25%
158 L.L.E.BLOCK GRT	6,608	23,718	176,000	152,282	87%
159 LAW ENF.IMP.FEE	12	510	5,050	4,540	90%
160 MISC FUND	-	52,481	100,000	47,519	48%
163 FIRE SUP IMPFEE	-	641	2,550	1,909	75%
166 GRANT-FIRE FUND	-	-	191,805	191,805	100%
168 PEG FEE FUND	86	7,855	18,130	10,275	57%
169 GEN GOVT DEVIMP	4	1,193	6,515	5,322	82%
184 LLMD ALL ZONES	8,072	8,102	15,513	7,411	48%
185 BAD ALL ZONES	36	77	77	-	-
186 WESTSIDEPUB/S/F	26,560	32,664	58,280	25,616	44%
187 PUB/SAFETY SERV	26,560	32,664	58,150	25,486	44%
190 SUPPBENEFITFUND	310	100,598	297,021	196,423	66%
198 RDA General	1,638,594	1,646,050	1,351,200	(294,850)	-
230 CITY DEBT SERV	67,231	565,944	851,874	285,930	34%
280 OPFA 92 Redmptn	-	-	300	300	-
305 Equip Replcmnt	-	11,791	-	(11,791)	-
307 CAPITAL PROJ	2,437	4,453	3,167	(1,286)	-
395 2004 CONST.BOND	317	581	416	(165)	-
396 BOND FUND 2001	244	447	-	(447)	-
397 RDA 95 BOND	52,115	434,301	686,904	252,603	37%
410 Local Transit	650	5,714	-	(5,714)	-
440 BUSINESS DEVCTR	2,845	19,558	130,047	110,489	85%
450 CTY/HOUSG EDRLF	500	6,779	-	(6,779)	-
451 CDBG EcoDev RLF	110,766	459,741	577,000	117,259	20%
453 MICRO-ENP RLF	11,748	85,771	52,200	(33,571)	-
454 CAL-HOME RLF	935	46,892	400	(46,492)	-
455 HOME Hsg RLF	609	3,042	-	(3,042)	-
458 RBEG	33	61	80	19	23%
460 City RLF	48	88	-	(88)	-
520 Stores Revolv.	2,247	16,021	29,000	12,979	45%
540 Veh Maint Fund	28,890	254,705	493,948	239,243	48%
550 Wrkrs Comp.	24,892	204,737	421,961	217,224	51%
552 UNEMP-SELF INS	3,084	20,434	30,100	9,666	32%
555 SELF INS VISION	3,840	25,346	40,000	14,654	37%
620 Special Deposit	-	4	-	-4	-
<b>Total All Funds</b>	<b>5,857,628</b>	<b>15,369,483</b>	<b>29,988,977</b>	<b>14,619,494</b>	<b>49%</b>

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
PLANNING & DEVELOPMENT SERVICES DEPARTMENT**

**RE: REQUEST FOR PARTNERSHIP WITH BUTTE COUNTY OFFICE OF  
EDUCATION FOR KID'S ART DAY EVENT AT THE CENTENNIAL  
CULTURAL CENTER**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider the partnership request of the Butte County Office of Education (BCOE) for the upcoming Kid's Art Day event at the Centennial Cultural Center.

**BACKGROUND**

On February 3, 2016, City staff received a partnership requested from BCOE to the Arts Commission for the Kid's Art Day event that will take place at the Centennial Cultural Center on Saturday, March 19, 2016. In previous years, the event has been hosted by the Artist of Rivertown (ART) with sponsorship by BCOE. This year, the Butte County Office of Education's Visual and Performing Arts Program is taking the lead. On February 8, 2016, the Oroville Arts Commission accepted the partnership request with BCOE and directed staff to send recommendation to City Council. Staff recommends the partnership of between the Oroville Arts Commission and BCOE for the Kid's Art Day event.

BCOE has requested a fee waiver for the event and the use of the Centennial Cultural Center. If the Council approves the partnership between the BCOE and the Arts Commission for the event, there will be no fee waiver needed as the Arts Commission is exempt from a facility fee.

**FISCAL IMPACT**

The utility cost is the use of the Centennial Cultural Center's large meeting room for approximately four hours.

**RECOMMENDATIONS**

Approve the partnership with the Butte County Office of Education's Visual and Performing Arts Program and the Oroville Arts Commission on the Kid's Art Day event to be held on Saturday, March 19, 2016.

**ATTACHMENT**

Letter from Nancy Silva, Butte County Office of Education



City of Oroville  
1735 Montgomery Street  
Oroville, CA 95965

February 3, 2016

Dear Oroville City Administration & Arts Commission,

We are requesting a partnership with the Oroville Arts Commission and fee waived for the use of the Centennial Cultural Center for an upcoming free Kid's Art Day event. The Butte County Office of Education (BCOE) – Visual and Performing Arts Program (VAPA) is taking the lead on this annual event after many years of it being sponsored by the Artists of River Town (ART).

ART members are still volunteering at the event as partners and we would like the Oroville Arts Commission to be considered partners as well on all publicity.

In addition, we are requesting 100% fee waiver for the use of the Centennial Cultural Center (CCC) on Saturday, March 19th, 2016. We have other locations available to us, but would prefer the use of the CCC for several reasons: 1) The event has been held at the CCC for several years 2) It is close to the Memorial building where the annual fiddler competition will be going on at the same time – which historically has allowed for greater student participation 3) access and parking is convenient.

Please let me know as soon as possible whether this request for the 100% facility fee waiver can be honored and whether the City Arts Commission wants to be an official partner on this awesome arts event. I did not realize the City also requires requests like this to be submitted 90 days in advance of the event. Unfortunately, we missed that deadline.

Best regards,

**Nancy Silva, Program Coordinator**  
CCSESA Arts Initiative – Region 2 Lead  
BCOE Visual and Performing Arts Programs & Partnerships  
530.532.5812 | [nsilva@bcoe.org](mailto:nsilva@bcoe.org)

Butte County Office of Education  
Center for Transforming Education  
5 County Center Drive  
Oroville, CA 95965



**Butte County**  
**Office of Education**  
"WHERE CHILDREN COME FIRST"

**Tim Taylor**  
Superintendent  
ttaylor@bcoe.org

**Susan J. Hukkanen**  
Assistant Superintendent  
shukkanen@bcoe.org  
530.532.5789

**Nancy Silva**  
Coordinator  
Visual and Performing Arts  
(VAPA) Programs and  
Partnerships  
nsilva@bcoe.org

**Educational  
Support Services**  
5 County Center Drive  
Oroville, CA 95965  
530.532.5800

### Board of Education

*Amy Christianson*  
*Howard M. Ferguson*  
*Ryne Johnson*  
*Jeannine MacKay*  
*Brenda J. McLaughlin*  
*Roger Steel*  
*Mike Walsh*

1859 Bird Street  
Oroville, CA 95965  
(530) 532-5761  
Fax (530) 532-5762  
<http://www.bcoe.org>

An Equal Opportunity  
Employer

"WHERE CHILDREN COME FIRST"



DISCOVER GOLD . . . DISCOVER OROVILLE

**CITY OF OROVILLE**  
Parks and Trees Department

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

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

For Office Use Only

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

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

**Section A – Applicant Information**

Butte County Office of Education - VAPA  
Applicant Legal Organization Name DBA (including doing business as...Organization Name)

1859 Bird Street, Oroville, CA  
Organization Local Address

5 county center Drive, Oroville, CA 95965  
Organization Mailing Address City/State Zip Code

Nancy Silva, BCCE Visual and Performing Arts Coordinator  
Contact Person Title

530-538-5812 530-321-2120 \_\_\_\_\_  
Daytime Phone Evening Phone Fax

nsilva@bcoe.org  
Email address

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

Requesting Waiver For (name of event/program) Kid's Art Day

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

City Facility Requested Centennial Cultural Center

Total Facility Fee Charged \$ ?

Total Fee Waiver Requested \$ 100%

**Section B – Budget Information** Applicant Name BCOE VAPA

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

**EVENT OR PROGRAM EXPENSES**

**EVENT OR PROGRAM INCOME**

<p><b>A. Salaries / Fees</b></p> <p>1. Artists/Performers/Speakers/Contracted Staff \$ _____</p> <p>2. Administrative \$ _____</p> <p>3. Program Staff \$ _____</p> <p>4. Other (Specify) \$ _____</p> <p><i>off supplies</i></p> <p><b>A. Total Salaries / Fees</b> \$ _____</p> <p><b>B. Space Rental</b> (non - City) \$ _____</p> <p><b>C. Remaining Costs (Itemized)</b></p> <p>1. Equipment rental \$ _____</p> <p>2. Printing \$ _____</p> <p>3. Supplies <i>-ART</i> \$ <i>50.00</i></p> <p>4. Food \$ <i>50.00</i></p> <p>5. Trophies \$ _____</p> <p>6. Travel \$ _____</p> <p>7. Insurance \$ _____</p> <p>8. Other (explain) \$ _____</p> <p><b>C. Total Remaining Costs</b> \$ _____</p> <p><b>D. City Facility Use Fees</b> \$ _____</p> <p>Attach additional pages as needed to illustrate details of expenses listed above.</p> <p><b>TOTAL Event/Program Operating Expenses (A+B+C+D)</b> \$ <i>100.00</i></p>	<p><b>A. Registration Income</b> \$ _____</p> <p>_____ participants x \$ _____ registration fee</p> <p><b>B. Donations or Sponsorships</b></p> <p>1. Corporate / Business \$ _____</p> <p>2. Foundations \$ _____</p> <p>3. Clubs / Organizations \$ _____</p> <p>4. Other (specify) \$ _____</p> <p><b>B. Total Donations/Sponsorship Total</b> \$ _____</p> <p><b>C. Other Income</b> \$ _____</p> <p>Explain Other Income Source: _____</p> <p><b>TOTAL Event/Program OPERATING INCOME (A+B+C)</b> \$ <i>0</i></p>
---	---

**SECTION C**

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

*Nancy Silva, BCOE VAPA coordinator, Feb. 3, 2016*

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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

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

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

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

1. Explain the event/program:

Kids Art Day - an annual event held in March...  
used to be sponsored by Artists of River Town...  
This year the BCDE VAPA program is taking the lead  
and ART is a partner. We'd like the Oroville  
Arts Commission to be a partner as well.

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

Annual event - not sure how many years,  
Machelle Conn or David Tomori would know

3. What age groups are targeted? schoolage - grades K-8

4. What are the event/program dates? Saturday, March 19th, 2016

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

6. What City Facility is needed for this event/program? Centennial Cultural Center

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

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

b. If no, who authorized previous fee waiver? the city in partnership w/ ART

7. Describe the public value and benefit to the Oroville community: \_\_\_\_\_

This is a FREE event for kids in the community  
and will be supported by all volunteer staff.  
We had about 100 families participate last year.

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

The BCDE VAPA program and ART as well as the  
Oroville Arts Commission - all have no funds to  
contribute - though BCDE VAPA will put some (\$100 max)  
for food + supplies. The rest of costs will be donations + volunteers

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: MEMORANDUM OF UNDERSTANDING WITH THE LANTRIP FAMILY**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider a Memorandum of Understanding (MOU) with the Lantrip family outlining the governance and long-term sustainability of the ashtray collection donation.

**DISCUSSION**

On November 1, 2015, the three year MOU between the City of Oroville and the Lantrip family ended. Staff is requesting a new MOU with the Lantrip family that provides the location for display to be moved from the Centennial Cultural Center to the Chinese Temple Annex building's office. Furthermore, the Lantrip Ashtray Collection (LAC) is to be curated by the Lantrip family with the assistance of an Oroville Docent (Flint) instead of the Artist of Rivertown.

Based upon previous Council direction, as well as the recent end of the MOU with the Artist of Rivertown to occupy the Centennial Cultural Center, the Lantrip Family and staff crafted a Memorandum of Understanding to use as a framework for moving the project ahead.

The Lantrip Family agrees to:

1. To continue cataloguing the entire collection, providing a written description and possible photo in a searchable electronic database, prior to execution of the donation to the City (completed);
2. To provide the City with sufficient movable display cases for temporary and bi-monthly rotational display of the LAC collection at the Chinese Temple Annex;
3. To appoint the Lantrip family as Project Lead, with assistance from Oroville Docent (Flint), whose responsibility it is to facilitate donation and display logistics for the collection during the transition to the final location;
4. To assist the City with donor development leading towards the facility construction and ongoing operational expenses related to display and staffing of the LAC;
5. To review, within three years of donation, progress towards permanently housing

the LAC collection. The Lantrip family reserves the right to rescind the donation and have the collection returned should sufficient progress not have been made towards permanently housing the collection. If progress is deemed sufficient, an extension of three more years shall be granted to the City at which time the project progress will be reviewed.

The City of Oroville agrees to:

1. To temporarily and partially display the LAC on a bi-monthly rotating basis in the Chinese Temple Annex and the Lantrip family as Project Lead whose responsibility it is to facilitate donation and display logistics for the collection as well as interact with volunteer docent (Flint);
2. To facilitate donor development from corporate, foundational, governmental, and other sources that will help establish and support ongoing operations of the LAC;
3. To include the LAC within a future Museum Management Plan, within five years, as a result of the establishment of the Museum & Cultural Facilities Foundation as the overarching organizational entity preserving and protecting Oroville's historical treasures;
4. To review, upon the sixth anniversary of the LAC donation, progress towards the eventual housing of the collection. At this time, the City reserves the right to return the collection to the Lantrip Family should the project place undue burden on the City or insufficient progress had occurred.

Staff recommends to Council the adoption and execution of the MOU allowing all parties to begin soliciting donations and applying for grants, to permanently house and display the collection within the Bolt's Antique Tool Museum.

## **FISCAL IMPACT**

Staff has been directed to proceed in soliciting donations and applying for grants. The MOU is a first step in providing staff, the family, and the Museum & Cultural Facilities Foundation a governance framework to support City's request for grant funding and donations. Following Council direction, staff shall bring all future cost projections, grant applications, and donations back to Council for approval.

## **RECOMMENDATIONS**

Adopt Resolution No. 8469– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LANTRIP FAMILY OUTLINING THE GOVERNANCE AND LONG-TERM SUSTAINABILITY OF THE LANTRIP ASHTRAY COLLECTION DONATION – (Agreement No. 2093-1).

## **ATTACHMENTS**

Resolution No. 8469  
Agreement No. 2093-1

**CITY OF OROVILLE  
RESOLUTION NO. 8469**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING  
THE VICE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE  
LANTRIP FAMILY OUTLINING THE GOVERNANCE AND LONG-TERM  
SUSTAINABILITY OF THE LANTRIP ASHTRAY COLLECTION DONATION**

**(Agreement No. 2093-1)**

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

1. The Vice Mayor is hereby authorized and directed to execute Memorandum of Understanding with the Lantrip family, outlining the governance and long-term sustainability of the Lantrip Ashtray Collection 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 March 1, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Thil Wilcox, Vice 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 LANTRIP FAMILY ASHTRAY COLLECTION**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the CITY OF OROVILLE (hereinafter City) and the LANTRIP ASHTRAY COLLECTION (hereinafter LAC). 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 LAC. The LAC offers the City a donation of a unique and historic ashtray collection from Dean Lantrip, former Oroville Postmaster from 1980 to 1993 and local benefactor. The City agrees to temporarily house and display the collection in the Chinese Temple Annex (1675 Broderick Street, Oroville, CA) as well as other appropriate locations as they become available while seeking a location to permanently house the collection.

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: Patricia I. Clark, Interim City Administrator.

b) The Lantrip Ashtray Collection, is a family with its mailing address of 3420 Orange Avenue, Oroville, CA 95966-3611, attention: Cal Lantrip, family representative.

**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 accept the unique and historic LANTRIP ASHTRAY COLLECTION, and will house these artifacts – for up to a period of three years – within a temporary facility at the Chinese Temple Annex. In discussions with the Lantrip Family, the Lantrip family, with the assistance on an Oroville Docent (Flint) agrees to assist the CITY in curating the Lantrip Ashtray Collection, rotationally displaying pieces of the collection, while providing arts related support services for the community.

2. Project Description. The first phase of the Project is planned as a temporary solution for housing of the Lantrip Ashtray Collection, collection curator (Lantrip Family), and docent services to be consistent with City's General Plan, Ordinances, 2014 Economic Development Strategy, and other public policy documents. The second phase of the Project is an ongoing effort by city staff and Lantrip family members to identify resources, donations, and grants that will underwrite the cost to permanently house the LANTRIP ASHTRAY COLLECTION along Oroville historic museum row.

3. Schedule. City and LANTRIP ASHTRAY COLLECTION will work together to expeditiously commence the relocation of the collection by November 1, 2016, or upon execution of the MOU. In order to meet this goal, monitor Project activities, and ensure expeditious Project development, CITY and LANTRIP ASHTRAY COLLECTION have agreed to a three phased project schedule.

a) Phase One, is a three year temporary housing and bi-monthly rotation of the collection in the Chinese Temple Annex with the Lantrip Family, with help from Oroville Docent (Flint) as curators of the collection. At the end of Year Three, upon the third anniversary of the collection's donation, the Lantrip family will review the progress towards the eventual housing the collection. At this time, the Lantrip Family will reserve the right to rescind donation and ask for the return of the collection should the project have placed undue burden on the CITY or insufficient progress had occurred;

b) Phase Two, should progress been deemed to be satisfactory towards the eventual housing of the LANTRIP ASHTRAY COLLECTION, the CITY will continue to house the collection for another Three Year term at which time the Lantrip Family will revisit progress and reserve the right to rescind the donation should the collection not have been permanently housed in a location along Oroville historic museum row.

c) Phase Three, the City will include the LANTRIP ASHTRAY COLLECTION within a future Museum Management Plan, within five years from the execution of the MOU, as a result of the establishment of the Museum & Cultural Facilities Foundation as the overarching organizational entity preserving and protecting Oroville's historical treasures. The intent of the CITY and the LAC would be for the City to acquire full rights and ownership of the collection after successful completion of the project through the completion Phase 2. The collection would be known and presented as the "Lantrip Ashtray Collection" on a permanent basis.

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 LANTRIP ASHTRAY COLLECTION 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 LAC, based upon the agreed to project timelines.

3) Financial Information. To assist City with economic planning and analysis of the Project, LANTRIP ASHTRAY COLLECTION 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 including grant and funding applications.

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 LANTRIP ASHTRAY COLLECTION 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 LANTRIP ASHTRAY COLLECTION from participating in similar activities with other public or private agencies, organizations, and individuals.

10) Principal contacts:

CITY OF OROVILLE  
Attn: City Administrator  
Oroville City Hall  
1735 Montgomery Street  
Oroville, CA 95966

LANTRIP ASHTRAY COLLECTION, LANTRIP FAMILY  
Attn: Cal Lantrip, Family Representative  
3420 Orange Avenue  
Oroville, CA 95966-3611

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 LANTRIP ASHTRAY COLLECTION project, nor does it constitute pre-approval for LANTRIP ASHTRAY COLLECTION 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, 2019, or three years hence execution of the agreement, unless either extended by the Lantrip Family or modified by the Parties.

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

CITY OF OROVILLE

\_\_\_\_\_  
THIL WILCOX  
Vice Mayor

\_\_\_\_\_  
Date

LANTRIP ASHTRAY COLLECTION

\_\_\_\_\_  
CAL LANTRIP  
Family Representative

\_\_\_\_\_  
Date

Approved as to Form and Content

CITY OF OROVILLE

\_\_\_\_\_  
SCOTT E. HUBER  
City Attorney

\_\_\_\_\_  
Date

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

**FROM: BILL LAGRONE, PERSONNEL DIRECTOR**

**RE: AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider an Amendment to the Memorandum of Understanding between the City of Oroville and the Oroville Management and Confidential Association (“OMCA”).

**DISCUSSION**

On February 2, 2016, staff brought forward a Memorandum of Understanding (“MOU”) with the OCMA. The Council ratified the MOU at that meeting. While reviewing the MOU, the OCMA membership noted an error in the Education Pay Program. The error is the use of Western Association of Schools and Colleges (“WASC”), as the accreditation certification standard. The proper agency should be the United States Secretary of Education. (See attached side letter for additional details of proposed change.)

**FISCAL IMPACT**

None

**RECOMMENDATIONS**

Adopt Resolution No. 8470 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION RELATING TO THE EDUCATION PAY PROGRAM – (Agreement No. 3083-2).

**ATTACHMENTS**

Resolution No. 8470  
Agreement No. 3083-2

**CITY OF OROVILLE  
RESOLUTION NO. 8470**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE A SIDE LETTER TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION RELATING TO THE EDUCATION PAY PROGRAM**

**(Agreement No. 3083-2)**

**BE IT** hereby resolved by the Oroville City Council as follows:

1. The Vice Mayor is hereby authorized and directed to execute a Side Letter to the Memorandum of Understanding between the City of Oroville and the Oroville Management and Confidential Association. A copy 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 March 1, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Thil Wilcox, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

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

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

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE MANAGEMENT AND CONFIDENTIAL ASSOCIATION**

**(Agreement No. 3083-2)**

**Education Pay Program**

Effective January 1, 2016, an employee who obtains or is in possession of post-secondary education or a post-secondary degree (Associate's or Bachelor's Degree) ~~from a WASC accredited institution~~ and provides documented proof of such degree, shall receive an educational incentive payment equal to:

60 units/AA/AS	-	\$125 per month pay increase
BA/BS	-	\$250 per month pay increase

The employee must have taken undergraduate course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS or undergraduate certification.

In the future, and subject to bargaining between the City and the other bargaining units, the City intends to remove this benefit. On the date that the Education Pay Program is eliminated for all other City employees it shall automatically be eliminated for the OMCA bargaining unit.

**CITY OF OROVILLE**

**OROVILLE MANAGEMENT AND  
CONFIDENTIAL ASSOCIATION/UPEC**

By: \_\_\_\_\_  
Thil Wilcox, Vice Mayor

By: \_\_\_\_\_  
Amy Bergstrand, OMCA President

**APPROVED AS TO FORM:**

**ATTEST:**

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

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

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND CITY COUNCIL MEMBERS**

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

**RE: AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND  
IMPLEMENTATION AGREEMENT WITH THE STATE OF  
CALIFORNIA DEPARTMENT OF WATER RESOURCES**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider an Amendment to the Supplemental Benefits Fund Implementation Agreement between the City of Oroville and the State of California Department of Water Resources, extending the term through July 20, 2017.

**DISCUSSION**

The City approved and executed the Settlement Agreement with the Department of Water Resources (DWR) for the relicensing of the Oroville Dam on March 24, 2006. The Project Supplemental Benefits Fund (SBF) is included in the Settlement Agreement as Appendix B, and provides funding in the amount of \$61,270,000. The City and DWR agreed that their intent in establishing the Project Supplemental Benefits Fund is to allow the benefits of the Oroville Dam to be extended into the local communities. The City of Oroville is the designated Fund Administrator for the performance of all such administrative duties required to ensure the orderly and efficient operation of the Fund.

The City approved and executed the Department of Water Resources (DWR) Standard Agreement with a term of July 21, 2006 through July 20, 2011 for the initial planned disbursements of Appendix B totaling \$8,070,000. It had been anticipated that DWR's FERC license approval would be made during that time period. As of July 16, 2013, the license approval remains pending and DWR has requested that the City approve an extension of the Standard Agreement with a new term of July 21, 2006 through July 20, 2017, which will cover the remaining available funds up to the originally approved total of \$8,070,000.

(Note: Amendment 3, approved, January 3, 2012, by the California Department of General Services provides for an annual transfer of \$100,000 by January 10<sup>th</sup> of each subsequent year beginning in 2012 until acceptance by DWR of a new license for the Oroville Facilities. The \$100,000 transfers are advances against

the remaining \$4,135,000 that will be transferred as a lump sum to the Fund Administrator (City of Oroville) upon acceptance by DWR of a new license for the Oroville Facilities with terms and conditions that are consistent with and substantially similar to the provisions set forth in the Settlement Agreement).

### **FISCAL IMPACT**

There is no fiscal impact. City activities related to Supplemental Benefits Funding are 100% funded by SBF.

### **RECOMMENDATION**

Adopt Resolution No. 8471 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES, EXTENDING THE TERM THROUGH JULY 20, 2017 – (Agreement No. 1688-7).

### **ATTACHMENTS**

Resolution No. 8471

**CITY OF OROVILLE  
RESOLUTION NO. 8471**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES, EXTENDING THE TERM THROUGH JULY 20, 2017**

**(Agreement No. 1688-7)**

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

1. The Mayor is hereby authorized and directed to execute an amendment to the Supplemental Benefits Fund Implementation Agreement with the State of California Department of Water Resources extending the time period of the Agreement until July 20, 2017.
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 March 1, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Thil Wilcox, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

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

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

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: AUTOCAD UPGRADE**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council will receive information about upgrading existing AutoCAD 2007 and AutoCAD LT 2007 into 2-3 years subscription licenses of AutoCAD Civil 3D.

**DISCUSSION**

The City currently owns two (2) AutoCAD licenses, these licenses are eligible to be traded-in for a discounted price on a subscription based license. A subscription license will authorize the City for any future AutoCAD software updates. Autodesk is currently offering a 3-year subscription for the price of 1-year, with eligible trade-ins. Staff has upgraded both AutoCAD 2007 licenses into 2-3 year subscription licenses of AutoCAD Civil 3D.

**FISCAL IMPACT**

A 1 year subscription of AutoCAD Civil 3D is \$2,260 with the Advanced Support Plan, the City will be upgrading 2 licenses for a total cost of \$4,520. The City received an additional 10% of for signing up for a 3 year subscription for a final total of \$4,068. The City will be saving \$9,492 over the 3 year subscription period.

Information Technology 001-6045-1475

**RECOMMENDATIONS**

For informational purposes only.

**ATTACHMENTS**

A – Order Number 34592.pdf

CC-7



**Order number: 34592**

**Payment method:**

Order date: Feb 18, 2016

Visa - 6976

Note: Your order date is presented in GMT.

---

## Product



**AutoCAD Civil 3D with Advanced Support**

\$6,780 / 3 yr Qty: 2 USD\$13,560.00

**Discount**            **-\$9,492.00**

**Total order**            **\$4,068.00**

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: PURCHASE OF COMPUTERS FOR THE CITY TRAFFIC  
SYNCHRONIZATION PROJECT**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council will receive information about the purchase of a laptop and a desktop for the City Traffic Synchronization Project.

**DISCUSSION**

Within the grant for the City Traffic Synchronization Project there is money allocated for the purchase of a laptop and a server. The server is run the management software for the synchronization as well as running reports. Due to the small requirements for the management software it can be run on a dedicated desktop. The IT Department has purchased the laptop and desktop for this project, in the amount of \$3,159.21.

**FISCAL IMPACT**

The funds are within the grant for the City Traffic Synchronization Project:

Traffic Impact Fee Fund                      108-6060-7400

**RECOMMENDATIONS**

For informational purposes only.

**ATTACHMENT**

DellQuote\_1020447535367.1.pdf

CC-8



# Quote 1020447535367.1

## CITY OF OROVILLE

Salesperson	Quote Details	Billing Details
<b>Salesperson Name</b> Adam Standridge	<b>Quote Date</b> 02/08/2016	<b>Company Name</b> CITY OF OROVILLE
<b>Salesperson Email</b> Adam_Standridge@Dell.com	<b>Quote Validity</b> 03/09/2016	<b>Customer Number</b> 54457014
<b>Salesperson Phone</b> 18009993355	<b>Solution ID</b> -	<b>Phone Number</b> 1 (530) 5382401
<b>Salesperson Extension</b> 7250052		<b>Address</b> 1735 MONTGOMERY ST OROVILLE CA 95965-4820 US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
Dell Latitude E5570	1	\$1,623.04	\$1,623.04
Targus Rolling Laptop Case - Fits Laptops with Screen Size Up to 16-inch	1	\$51.59	\$51.59
OptiPlex 7020 SFF	1	\$1,140.94	\$1,140.94
Dell E-Port Plus Advanced Port Replicator with USB 3.0	1	\$164.99	\$164.99
Dell External USB Slim DVD+/-RW Optical Drive	1	\$44.99	\$44.99
		<b>Subtotal</b>	<b>\$3,025.55</b>
		<b>Tax</b>	<b>\$129.66</b>
		<b>Shipping and Handling</b>	<b>\$0.00</b>
		<b>Environmental Fee</b>	<b>\$4.00</b>

<b>Total</b>	<b>\$3,159.21</b>
--------------	-------------------

*Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.*

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,  
Adam Standridge

## Product Details by Shipment

### Shipping Group 1

Shipping Contact:	TYSON PARDEE	Subtotal	\$3,025.55
Shipping Phone No:	1 (530) 5382493	Tax	\$129.66
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	1735 MONTGOMERY ST	Environmental Fee	\$4.00
	OROVILLE	Total	\$3,159.21
	CA 95965-4820		
	US		

Description	Quantity	Unit Price	Subtotal Price
<b>Dell Latitude E5570</b>	1	\$1,623.04	\$1,623.04

Estimated Delivery Date: 02/22/2016  
 Contract Code: WN03AGW  
 Customer Agreement No: 7-15-70-34-003

210-AENU	Dell Latitude E5570, CTO	1	-	-
379-BCFY	6th Generation Intel Core i7-6600U (Dual Core, 2.6GHz, 4MB cache)	1	-	-
338-BHLO	Intel Core i7-6600U Processor Base, AMD Radeon R7 M360, 2GB Discrete Graphics	1	-	-
389-BHHF	Intel Core i7 vPRO Processor Label	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
630-AAPK	No Productivity Software	1	-	-
340-ADFZ	Dell Power Manager	1	-	-
340-AJFC	Kickstart Product Registration	1	-	-
340-AQCS	Dell Latitude E5570 SRV	1	-	-
422-0007	Dell Data Protection Security Tools Digital Delivery/NB	1	-	-
525-BBCL	SupportAssist	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	1	-	-
658-BBNF	Waves Maxx Audio Royalty	1	-	-
658-BCUV	OS Recovery	1	-	-

421-9983	Dell Data Protection Encryption Enterprise Edition Digital Delivery	1	-	-
954-3463	Dell ProSupport for Software, Dell Data Protection Encryption Enterprise Edition, 3 Year	1	-	-
634-BENZ	No DDP ESS Software	1	-	-
320-BBPU	Non Touch WWAN HD/FHD LCD Backcover	1	-	-
391-BCDK	39.6cm (15.6") HD (1366x768) Non-Touch Anti-Glare LCD with Camera and Mic	1	-	-
370-ACDF	16GB (2x8GB) 2133MHz DDR4 Memory	1	-	-
400-AIIU	500GB (7,200 Rpm) Serial ATA Hard Drive	1	-	-
575-BBFI	HDD/SSD Bracket for 7MM,PC15/P	1	-	-
409-BBFX	Intel Rapid Storage Technology	1	-	-
555-BCMT	Intel Dual Band Wireless 8260 (802.11ac) W/ Bluetooth	1	-	-
555-BCNB	Intel Wireless 8260 Driver	1	-	-
362-BBBB	No Wireless WAN Card	1	-	-
580-ACLF	Internal Dual Pointing Backlit Keyboard (English)	1	-	-
583-BCTJ	Internal Keyboard Shroud 106, E5570	1	-	-
346-BBSG	Fingerprint Reader and Smart Card Reader (Contact and Contactless) Palmrest (Dual Pointing)	1	-	-
450-AAJU	90 Watt AC Adaptor	1	-	-
450-AAEJ	US Power Cord	1	-	-
451-BBPV	Primary 4-cell 62W/HR Battery	1	-	-
452-BBSE	No Docking Station	1	-	-
460-BBEX	No Carrying Case	1	-	-
631-AARO	Intel vPro Technology Advanced Management Features	1	-	-
620-AAJW	Windows 10 OS Professional Recovery 64bit - DVD	1	-	-
525-0052	Adobe Acrobat Standard DC	1	-	-
525-0057	Kace K1000 Express	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	1	-	-
340-ATSN	MOD,PLCMT,QSG,W10,E5570,D/B	1	-	-
340-AQMC	Resource DVD, E5470	1	-	-
340-ACQQ	No Option Included	1	-	-
387-BBKF	Energy Star 6.1	1	-	-
389-BEYY	Regulatory Label included	1	-	-
389-BCGW	No UPC Label	1	-	-
332-1286	US Order	1	-	-
340-AAPP	Directship Info Mod	1	-	-
340-AQJY	MIX SHIP Config (DAO)	1	-	-
800-BBGF	BTO Standard shipment Air	1	-	-
610-BBSC	Dell Latitude E5570 Flex 4 U	1	-	-
998-BROB	Fixed Hardware Configuration	1	-	-
575-BBCH	No Stand included	1	-	-
570-AADK	No Mouse	1	-	-
452-BBDB	Dell Docking Spacer for Latitude	1	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	1	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	1	-	-
997-8317	Dell Limited Hardware Warranty	1	-	-
997-8348	ProSupport: 7x24 Technical Support, 5 Years	1	-	-
997-8349	ProSupport: Next Business Day Onsite, 1 Year	1	-	-
997-8358	ProSupport: Next Business Day Onsite, 4 Year Extended	1	-	-

365-0530	Client ProSupport Asset Label without Company Name	1	-	-
377-8262	CFI,Information,VAL,CHASSISDEF,Factory Install	1	-	-

Description	Quantity	Unit Price	Subtotal Price
<b>Targus Rolling Laptop Case - Fits Laptops with Screen Size Up to 16-inch</b>	1	\$51.59	\$51.59

Estimated Delivery Date: 02/16/2016  
 Contract Code: WN03AGW  
 Customer Agreement No: 7-15-70-34-003

A1475677	Targus Rolling Laptop Case - Fits Laptops with Screen Size Up to 16-inch	1	-	-
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Description	Quantity	Unit Price	Subtotal Price
<b>OptiPlex 7020 SFF</b>	1	\$1,140.94	\$1,140.94

Estimated Delivery Date: 02/18/2016  
 Contract Code: WN03AGW  
 Customer Agreement No: 7-15-70-34-003

210-ACSN	OptiPlex 7020 SFF BTX	1	-	-
338-BEUD	Intel Core i7-4790 Processor (Quad Core, 8MB, 3.60GHz w/HD4600 Graphics)	1	-	-
619-AHKN	Win 10 Pro 64 English, French, Spanish	1	-	-
630-AAPK	No Productivity Software	1	-	-
370-AAJC	16GB (2x8GB) 1600MHz DDR3 Non-ECC	1	-	-
400-AAME	1TB 3.5inch Serial ATA (7,200 Rpm) Hard Drive	1	-	-
490-BBXL	AMD Radeon 2GB R7 250, Half Height Single Card (DP and DVI-I)	1	-	-
429-AAJU	8X Slimline DVD+/-RW drive	1	-	-
555-BBFO	No Wireless	1	-	-
580-AAQX	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black	1	-	-
570-AACR	Dell USB Optical Mouse MS111	1	-	-
520-AABT	Internal Dell Business Audio Speaker	1	-	-
340-AGIK	Safety/Environment and Regulatory Guide (English/French/Dutch)	1	-	-
450-AAOJ	System Power Cord (Philippine/TH/US)	1	-	-
696-BBBC	No Special BIOS Setup Required	1	-	-
340-ABJI	No Diagnostic/Recovery CD media	1	-	-

954-3465	No DDPE Encryption Software	1	-	-
340-AJFC	Kickstart Product Registration	1	-	-
422-0008	Dell Data Protection System Tools Digital Delivery/DT	1	-	-
525-BBCL	SupportAssist	1	-	-
640-BBLW	Dell(TM) Digital Delivery Cirrus Client	1	-	-
658-BBMQ	Enable Low Power Mode	1	-	-
658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex	1	-	-
658-BBNH	Waves Maxx Audio	1	-	-
658-BCUV	OS Recovery	1	-	-
650-AAAL	No Anti-Virus Software	1	-	-
387-BBCG	No ESTAR	1	-	-
382-BBBZ	No Add On Card	1	-	-
998-BLQK	Fixed Hardware Configuration	1	-	-
329-BCHD	OptiPlex 7020 Small Form Factor for Standard Power Supply	1	-	-
412-AABM	Small Form Factor Chassis Mainstream Heatsink (95watts)	1	-	-
461-AAAX	Chassis Intrusion Switch	1	-	-
329-BBJL	TPM Enabled	1	-	-
340-AKJZ	Shipping Material for System, Small Form Factor	1	-	-
389-BBUU	Shipping Label for DAO	1	-	-
389-BBWR	Intel Core I7 Label	1	-	-
389-BEUR	Regulatory Label	1	-	-
340-ABKW	No Quick Reference Guide	1	-	-
400-AATB	Hard Drive : Not Included	1	-	-
470-AAJL	NO ADAPTER	1	-	-
631-AAJJ	Intel Standard Manageability	1	-	-
332-1286	US Order	1	-	-
421-9491	Adobe Acrobat XI Standard, Digital Delivery	1	-	-
620-AALW	OS-Windows Media Not Included	1	-	-
637-AAAM	No Dell Backup and Recovery software	1	-	-
632-BBBJ	PowerDVD Software not included	1	-	-
817-BBBN	NO RAID	1	-	-
551-BBBJ	No Intel Responsive	1	-	-
800-BBIO	Desktop BTO Standard shipment	1	-	-
389-BDCE	No UPC Label	1	-	-
461-AABF	No CompuTrace	1	-	-
610-BBER	Flexible Catalog Config 04, OptiPlex 7020 SFF	1	-	-
634-BENZ	No DDP ESS Software	1	-	-
525-0057	Kace K1000 Express	1	-	-
555-BBFO	No Wireless	1	-	-
817-BBBC	Not Selected in this Configuration	1	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a> or call 1-866-516-3115	1	-	-
997-8533	Dell Limited Hardware Warranty Plus Service	1	-	-
997-8561	ProSupport: Next Business Day Onsite 5 Years	1	-	-
997-8581	ProSupport: 7x24 Technical Support, 5 Years	1	-	-

Description	Quantity	Unit Price	Subtotal Price
<b>Dell E-Port Plus Advanced Port Replicator with USB 3.0</b>	1	\$164.99	\$164.99

Estimated Delivery Date: 02/16/2016  
 Contract Code: WN03AGW

332-2657	E-Port Plus, 130W Advanced Port Replicator, USB 3.0 for Latitude E-Family, Customer Kit	1	-	-
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Description	Quantity	Unit Price	Subtotal Price
<b>Dell External USB Slim DVD+/-RW Optical Drive</b>	1	\$44.99	\$44.99

Estimated Delivery Date: 02/16/2016  
 Contract Code: WN03AGW

429-AAUX	Dell External USB Slim DVD +/-RW Optical Drive-DW316	1	-	-
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## Important Notes

### Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement with Dell that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty ([www.dell.com/warrantyterms](http://www.dell.com/warrantyterms)).

If this purchase is intended for resale: Dell's Reseller Terms of Sale ([www.dell.com/resellerterms](http://www.dell.com/resellerterms)).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms ([www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: PURCHASE OF THREE TABLET COMPUTERS FOR PUBLIC WORKS**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council will receive information about the purchase of three (3) Microsoft Surface tablets.

**DISCUSSION**

The IT Department has purchased three (3) Microsoft Surface tablets and necessary accessories, in the amount of \$4,905.20, for the Planning and Public Works Department.

**FISCAL IMPACT**

The tablets and accessories were budgeted in the 2015/2016 City budget, and will be split between the following three (3) divisions:

Planning	001-6060-1600
Streets & Storm Drains	001-6060-3100
Sewer	001-6060-4000

**RECOMMENDATIONS**

For informational purposes only.

**ATTACHMENTS**

DellQuote\_1017749037068.1.pdf



# Quote 1017749037068.1

## CITY OF OROVILLE

Salesperson	Quote Details	Billing Details
<b>Salesperson Name</b> Adam Standridge	<b>Quote Date</b> 02/10/2016	<b>Company Name</b> CITY OF OROVILLE
<b>Salesperson Email</b> Adam_Standridge@Dell.com	<b>Quote Validity</b> 03/11/2016	<b>Customer Number</b> 54457014
<b>Salesperson Phone</b> 18009993355	<b>Solution ID</b> -	<b>Phone Number</b> 1 (530) 5382401
<b>Salesperson Extension</b> 7250052		<b>Address</b> 1735 MONTGOMERY ST OROVILLE CA 95965-4820 US

## Price Summary

Description	Quantity	Unit Price	Subtotal Price
Microsoft Surface Pro 4	3	\$1,489.58	\$4,468.74
Surface Pen	3	\$47.99	\$143.97
Subtotal			\$4,612.71
Tax			\$283.49
Shipping and Handling			\$0.00
Environmental Fee			\$9.00
<b>Total</b>			<b>\$4,905.20</b>

*Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.*

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,  
Adam Standridge

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

## Product Details by Shipment

Shipping Group 1

Shipping Contact:	RECEIVING DEPT	Subtotal	\$4,612.71
Shipping Phone No:	1 (530) 5382401	Tax	\$283.49
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	1735 MONTGOMERY ST	Environmental Fee	\$9.00
	OROVILLE	Total	\$4,905.20
	CA 95965		
	US		

Description	Quantity	Unit Price	Subtotal Price
<b>Microsoft Surface Pro 4</b>	3	\$1,489.58	\$4,468.74

Estimated Delivery Date: 02/18/2016  
 Contract Code: WN03AGW  
 Customer Agreement No: 7-15-70-34-003

210-AHGX	Microsoft Surface Pro 4	3	-	-
338-BIQX	6th Gen Intel i5 6300U 2.40 GHz	3	-	-
370-ACMC	12.3 inch 2736 x 1824 (267 PPI) PixelTouch Display	3	-	-
329-BCVK	Microsoft Surface Pro 4 128GB i5 4GB Cmmr SC	3	-	-
	EN/XD US/Canada Hdwr Commercial			
370-ACMB	4GB RAM	3	-	-
320-BBWE	Surface Pro Type Cover DAO (Black)	3	-	-
490-BCZE	Intel HD Graphics 520	3	-	-
555-BBRI	802.11b/g/n Wi-Fi with Bluetooth 4.0 Combo Card	3	-	-
319-BBDZ	5MP and 1080p HD front and rear facing cameras	3	-	-
804-2661	Dell Limited Hardware Warranty Initial Year	3	-	-
804-2667	ProSupport: Advance Exchange, 1 Year	3	-	-
804-2669	ProSupport: Advance Exchange, 2 Year Extended	3	-	-
804-2674	ProSupport: 7x24 Technical Support, 3 Years	3	-	-
975-3461	Dell Limited Hardware Warranty Extended Year(s)	3	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a>	3	-	-

	or call 1-866-516-3115			
452-BCFK	Microsoft Docking Station AdptrCmmr SC Hdwr Commercial	3	-	-
340-AVHS	Documentation	3	-	-
340-AVIF	Packaging	3	-	-
998-BTTY	Fixed Hardware Configuration	3	-	-

Description	Quantity	Unit Price	Subtotal Price
<b>Surface Pen</b>	3	\$47.99	\$143.97

Estimated Delivery Date: 03/21/2016  
 Contract Code: WN03AGW

750-AANQ	Surface Pen	3	-	-
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## Important Notes

### Terms of Sale

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If this purchase is for your internal use only: Dell's Commercial Terms of Sale (<http://www.dell.com/CTS>), which incorporate Dell's U.S. Return Policy ([www.dell.com/returnpolicy](http://www.dell.com/returnpolicy)) and Warranty ([www.dell.com/warrantyterms](http://www.dell.com/warrantyterms)).

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If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version ([www.dell.com/AEULA](http://www.dell.com/AEULA)) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version ([www.dell.com/SEULA](http://www.dell.com/SEULA)).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

### Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com).

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: AMENDMENT TO AGREEMENT WITH VISION TECHNOLOGY  
SOLUTIONS, LLC.**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider an Amendment to the Agreement with Vision Technology Solutions, LLC, for the addition of new features to their website hosting package.

**DISCUSSION**

Vision Technology Solutions, LLC has added some new features to their website hosting package. These new features come at no additional cost to the City but need to be added into the existing Agreement that the City has with Vision Technology Solutions Inc.

**FISCAL IMPACT**

There is no fiscal impact to the General Fund by allowing the modification to the Agreement with Vision Technology Solutions, LLC.

**RECOMMENDATIONS**

Adopt Resolution No. 8472 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH VISION TECHNOLOGY SOLUTIONS, LLC – (Agreement No. 1799-2).

**ATTACHMENTS**

Resolution No. 8472  
Agreement No. 1799-2

CC-10

**CITY OF OROVILLE  
RESOLUTION NO. 8472**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH VISION TECHNOLOGY SOLUTIONS, LLC.**

**(Agreement No. 1799-2)**

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

1. The Vice Mayor is hereby authorized and directed to execute an Amendment to the Agreement with Vision Technology Solutions, LLC. A copy of the Amendment is attached hereto.
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 March 1, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Thil Wilcox, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

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

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



**Modification Agreement**  
**by and between**  
**Vision Technology Solutions, LLC and**  
**City of Oroville**

This Modification Agreement ("Modification") is made and entered into by Vision Technology Solutions, LLC ("Contractor") and City of Oroville, California ("Client") as of the date of full execution.

Contractor and Client hereby mutually acknowledge and agree that:

1. On August 28, 2015, Contractor and Client entered into the "creating what's next" Master Services Agreement ("**Agreement**"), attached hereto and incorporated herein by reference.

2. The Agreement shall continue in effect except as modified as follows:

a. Section 3 of the Agreement shall be stricken in its entirety and replaced with the following:

**{+3. Ownership; Limited Licensing of Intellectual Property.**

**3.1. Designs. Upon payment in full of the website development fees provided under Addendum A, Contractor grants a non-exclusive, non-transferrable, and perpetual license for Client to reproduce, modify or create derivative works for its own use, public display, and use any and all of Contractor's copyrights in the homepage layout wireframe, sitemap, draft homepage design concept(s) interior page layouts (collectively, the "Contractor Designs") embodied in Client's website, which are prepared or caused to be prepared by Contractor under this Agreement. The Contractor Designs provided under this Agreement is licensed and not sold. Client understands and agrees that the Contractor Designs as a whole is an original work of authorship by Contractor and that Contractor shall retain all rights, title, and interests therein. Contractor retains its right to use any web pages developed for the Client in any of its own promotional materials as examples of its work.**

**3.2. Vision Content Management System™. Contractor also grants a limited, non-exclusive, and non-transferrable license for Client to use the Vision Content Management System™ (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool, collectively, the "VCMS"), and Dynamic and Interactive Components of the VCMS to the extent necessary for the Client's use and operation of its website; provided, Client does not modify the VCMS and maintains a visionLive™ Subscription in accordance with this Agreement and Addendum B. The VCMS provided under this Agreement is licensed and not sold, and Client understands and agrees that Contractor shall retain all rights, title, and interests in the VCMS, Dynamic and Interactive Components, and any other Contractor intellectual property not provided for in this Section.}**

b. Section 28 shall be added to the Agreement:

**{+28. Term. This Agreement will remain in effect for 5 years from the Effective Date. Thereafter, it will renew for successive 1 year periods, unless either Party refuses such renewal by written notice 30 or more days before the end of the current term. Client shall permanently delete all copies of the VCMS upon termination of this Agreement.}**

c. Addendum B shall be stricken and replaced with a modified Addendum B, attached hereto and incorporated into the Agreement by reference.



3. All other terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any conflict or inconsistency between the provisions of this Modification and the Agreement, the provisions of this Modification shall control in all respects.

IN WITNESS WHEREOF, the Parties have caused this Modification Agreement to be signed by their duly authorized representatives and given effect as of the "**Effective Date**" below.

**"Client"**

CITY OF OROVILLE

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

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

Title: \_\_\_\_\_

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

**"Contractor"**

VISION TECHNOLOGY SOLUTIONS, LLC, DBA VISION  
INTERNET PROVIDERS

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

Name: David M. Nachman

Title: Chief Executive Officer

Date: \_\_\_\_\_, 2016



## Addendum B

# *visionLive™ subscription services* standard edition

## Subscription Services

Pursuant to the terms herein, Contractor agrees to provide Hosting Services, Support Services, and VCMS Licensing Services (collectively "**Subscription Services**") as provided below. Contractor will provide Subscription Services to the Client in exchange for payment of fees and compliance with the terms and conditions of this Addendum and the Agreement. Subscription Services include the following:

**Hosting Services.** Contractor will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique VCMS website. The shared server hosting service includes:

- SOC-certified datacenter
- Full hardware redundancy
- Redundant generator backup
- Daily data backups
- Intrusion protection
- 24/7 monitoring
- 99.9% uptime
- DDoS mitigation service
- Disaster recovery facility with frequent replication
- Up to 50 GB of website content storage

**Support Services.** Support Services is defined as technical support, account management, and education and training for the VCMS. Contractor will provide Support Services to a designated Client account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 6:00 AM to 6:00 PM Pacific Time Monday through Friday excluding holidays ("**Business Hours**"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as Client's website being down for more than ten (10) minutes. Support Services also include:

- Annual dedicated Account Manager
- Account Management\*
  - Annual account reviews (Health Checks)
  - Annual site analytics report
  - Annual graphics site audit
  - Up to 15 hours of site improvement credits\*\*
- Education and Training
  - Training and best practices webinars
  - Access to On-Demand Training Library
  - On-going new user training (via remote meeting service)
  - Monthly office hours (via remote meeting service)

\* Health Checks, Site Analytics Report and Graphics Site Audit will not be performed until the second year of the Agreement and every year thereafter.

\*\* Fifteen site improvement credits will be available beginning the second year of the Agreement and every year thereafter. Any unused hours in a given year may be carried over to the following year.



VCMS Licensing Services. Contractor will provide a license to the Standard edition of the VCMS, which includes the following functionalities indicated by the applicable check marks:

		Standard Edition
<b>visionCMS™ Functionality</b>		
<b>Site Administration &amp; Security</b>		
Advanced WYSIWYG Editor		✓
In-page Editing		✓
User Management & Security		✓
Navigation Management		✓
Accessibility Features		✓
Extranet (Password Protected External Content)		✓
<b>User Experience &amp; Interactivity</b>		
Calendar		✓
FAQs		✓
Facility Directory		✓
Staff Directory		✓
Service Directory		✓
Google Translation		✓
Online Form Builder		✓
News Postings		✓
Job Posts		✓
Facilities/Events Registration		✓
Online Polling		✓
Citizen Request Management Tool		✓
Business Directory		✓



	Standard Edition
RFP Posts	✓
Online Payments	✓
Job Application Manager	
<b>Outreach, Media &amp; Social Networking</b>	
eNotification Tool	✓
Emergency Alerts	✓
RSS Feeds	✓
Facebook & Twitter Feed Readers	✓
Audio & Video Embedding	✓
Photo Gallery & Slide Show	✓
One-Click Social Networking	✓
Streaming Video Center	✓
<b>Developer Features</b>	
APIs	✓
Sandbox Test Environment	



**Additional Interactive Components and Features**

- Approval Cycle
- Responsive Design with visionMobile™

**VCMS Licensing Services include:**

- Periodic functional enhancements.
- New visionLive™ Interactive Components that may be released from time to time by Contractor.
- Bug fixes to the VCMS code.
- Updates to provide compatibility to future versions of Supported Web Browsers (as listed in Addendum A) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

**VCMS Licensing Services do not include:**

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Compatibility with Client's third-party products.
- Website design services.
- All other services not expressly provided for in this Agreement and its applicable Addendum(s).

*Customizations.* The following are customizations provided in Client's project: None.

Unless Client has retained other Services from Contractor under the applicable Addendum, Client is solely and exclusively responsible for all services not expressly provided for in this Addendum. Any changes, alterations or modification requested by the Client to its Website may be subject to a fee to be quoted by a Contractor representative at the time of the request. Client may, at any time, upgrade from its current edition to either a Standard or Plus Edition, as applicable. Client may not, during the Initial Term (defined below) or any renewal term, downgrade from its current edition to either a Standard or Basic Edition, as applicable. Client acknowledges that the Subscription Services may be modified or improved because of the dynamic nature of technology. Contractor may, from time to time, make minor modifications to the Subscription Services, as a whole or any part thereof. Such minor modifications may be implemented at any time and without notice to Client. Continued use of the Subscription Services following any modification shall constitute binding acceptance of the modification.

## Subscription Fees

Rate: All Subscription Services provided for the Client during the first year of the Agreement shall be at no cost to Client. Contractor shall invoice Client \$6,500 per year beginning the second year of this Agreement, which rate shall be increased by five percent (5%) per year, for each year of the Agreement Term, and any and all renewal terms. Contractor shall invoice Client annually every year thereafter, including any renewal term. All invoices will be due and payable by Client within 30 days. Websites exceeding 50 GB of storage shall be subject to an additional monthly fee of \$50 per 5GB increment.

**CITY OROVILLE  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: REQUEST FOR PROPOSALS FOR NEW BUILDING AND CONCRETE  
SLAB AT THE PUBLIC SAFETY FACILITY**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider authorizing the release of a Request for Proposals for a new 30' x 40' x 16' metal building and concrete slab to be constructed at the Oroville Public Safety Facility.

**DISCUSSION:**

The Public Safety Department is requesting permission to release a Request for Proposals for a new 30' x 40' x 16' metal building and concrete slab to be constructed at our facility. The building would be used for long term storage of some items, a physical fitness workout facility and in the future could be converted into an apparatus bay, if needed.

Currently, the physical fitness workout area we provide, as required by Memorandum of Understanding, is in the apparatus bay of the Fire Department. We have lost the small apparatus bay due to workout equipment being stored in this area. The equipment was moved from the Police side of the facility when the area was needed by the Police for additional office space. For the past six years, the workout area has been in the apparatus bay, this area is inappropriate for this type of use. When physical training is occurring, it is not unusual for equipment to be driving in and out. There is risk associated with moving vehicles and carbon monoxide in such close proximity to individuals that are engaged in rigorous physical activities. To minimize our exposure, it is necessary to build a new building to facilitate these activities. Physical training is necessary for both Police Officers and Firefighters. Physical training reduces the risk of injury to our personnel, reduces the stress and promotes the longevity of our staff.

The funding for this project would come from asset forfeiture monies. Prior to awarding any contracts, it will be verified that this type of expenditure is permissible for these types of funds.

**FISCAL IMPACT**

None at this time

**RECOMMENDATION**

Authorize the release of a Request for Proposals for a new 30' x 40' x 16' metal building and concrete slab to be constructed at the Oroville Public Safety Facility.

**ATTACHMENTS**

A - Request for Proposal



# **CITY OF OROVILLE**

**1735 MONTGOMERY STREET  
OROVILLE, CALIFORNIA 95965  
(530) 538-2420**

## **OROVILLE PUBLIC SAFETY DEPARTMENT**

### **PROPOSAL**

### **FOR**

## **METAL BUILDING AND CONCRETE SLAB and INSTALLATION OF METAL BUILDING AND CONCRETE SLAB**

**Bid Opening Date: March 29, 2016 at 12:00 p.m.**

**CITY OF OROVILLE  
PUBLIC SAFETY DEPARTMENT**

**PUBLIC NOTICE**

Sealed Proposal for the following are being accepted:

**METAL BUILDING AND CONCRETE  
SLAB and INSTALLATION OF METAL  
BUILDING AND CONCRETE SLAB**

Will be receiving at the City Clerks Office, for the City of Oroville, 1735  
Montgomery Street, Oroville, CA 95965 until March 29, 2016 at 12:00  
P.M., at which time they will be publicly opened and read.

Bid specifications including bid proposal forms are available at the City  
Clerks Office, for the City of Oroville, 1735 Montgomery Street, Oroville, CA  
95965 or at Public Safety Department, for the City of Oroville, 2055 Lincoln  
Street, Oroville, CA 95966. Any questions should be directed to Battalion  
Chief Steve Hoffman of the Oroville Public Safety Department at:  
Phone (530) 538-2480.

Published on March XX, 2016 and on March XX, 2016

Posted on March 02, 2016

## Metal Building and Concrete Slab and Installation of Metal Building and Concrete Slab

	BID FORM	
<b>Materials:</b> <small>(as specified on proposal request)</small>		\$
<b>Labor:</b>		\$
<b>SUB TOTAL</b>		\$
<b>TAX</b>		\$
<b>FREIGHT/DELIVERY</b>		\$
<b>TOTAL</b>		\$

The amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

The undersigned has checked carefully all of the above figures and understands that the City Council shall not be responsible for any error or omissions on the part of the undersigned in making up this bid. In case of a discrepancy between words and figures, the words shall prevail.

The undersigned hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest of or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

The City reserves the right to reject any or all bids. The City reserves the right to delete or award all or part of the bid.

It is agreed that this bid may not be withdrawn for a period of ninety (90) days from the opening thereof. The terms and conditions of the final contract when executed shall control and supersede anything herein to the contrary or inconsistent with such contract.

\_\_\_\_\_  
Date                      Area Code/Phone

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature/Print Name

**CITY OF OROVILLE  
INSTRUCTIONS AND BID FORM**

**THIS IS NOT AN AWARD OF CONTRACT**

Please state hereon the lowest price at which you can provide to the City of Oroville the purchase and installation of 30' x 40' x 16' metal building and concrete slab for building as specified the request for proposal. The offer shall be in effect for a minimum of 90 days from the date of the bid opening.

FIRM NAME: \_\_\_\_\_ PHONE NO: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Date

**THE CITY OF OROVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO SUBSTITUTE QUALITY, OR ACCEPT ALTERNATE OFFERS. THE LOW OFFER WILL NOT NECESSARILY BE ACCEPTED. THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS AND MAKE AWARD IN THE BEST INTEREST OF THE CITY.**

If you have any questions regarding this request, please contact Battalion Chief Steve Hoffman at the Oroville Public Safety Department, 538-2480.

**Instructions for submitting bids:**

**Bids must be submitted in a sealed envelope plainly marked on the outside with the item title and bid opening date.**

*If you have any questions regarding submitting the bid, please call the Clerk's Office at (530) 538-2535.*

# **GENERAL SPECIFICATIONS**

## **(Prevailing Wage)**

### **SCOPE:**

These specifications are intended to describe the requirements for the Oroville Public Safety Department metal building and concrete slab. This project is for the purchase of a (30) thirty foot by (40) forty foot metal building and concrete slab for metal building. This metal building will be located in the rear parking lot of the Oroville Public Safety Department located at 2055 Lincoln Street, Oroville Ca 95966.

The rear parking lot is a restricted area and will not be available for drop in inspections. A walk through of the site will be conducted on March 14, 2016 at 10:00 am. Any other walk through will be done by **appointment only**.

Any inquiries necessary to complete and accurate bid for this purchase, should be made as soon as possible and prior to bid closing date.

If you have any inquire, please call Battalion Chief Steve Hoffman 530-538-2480.

### **COMPLIANCE:**

Failure on the part of the bidder to comply with all requirements and conditions of the invitation for bid and this specification may subject this bid to rejection. No exceptions or deviations from this Specification will be considered unless each exception or deviation is specification stated by the bidder as exception with a detailed statement completely defining the exception and/or deviations. The manufacturers name, product brand, or trade name, and catalog or part number must be shown on the bid in the designated places; however, that information is not sufficient evidence that the bidder is making an Exception. If no exceptions or deviations are shown, the bidder will be required to furnish the equipment exactly as specified herein. The burden of proof of compliance with this specification will be the responsibility of the bidder.

### **REQUIREMENTS:**

Equipment shall be new (unused), current model year production, and equivalent in style, quality, and appointments to those offered to the general public. Equipment shall be supplied with all accessories indicated as standard equipment in the manufacture's published literature.

# Specifications for Metal Building and Concrete Slab

## GENERAL:

- 1) 30' x 40' x 16' metal building with a 4:12 pitch gable roof to be designed per the 2013 CBC, including a 110 mph wind load, exposure "C" classification, live load of 20 PSF, and according to the 2013 CBC seismic zone requirements.
- 2) Roof system shall be designed to support 1 psf for miscellaneous lighting
- 3) Prefabricated steel building to be designed by a California licensed engineer
- 4) Roof panels to be 26 gauge steel panels, with a "galvalume" finish
- 5) Wall panels to be 26 gauge steel panels, color to be selected from manufacturers standard color chart
- 6) 1 (1) 3' x 7' steel man door with lever locking hardware
- 7) One (1) 14' x 12' chain operated roll up door
- 8) Two (2) 5' x 5' windows
- 9) Four (4) translucent roof panels (skylight)
- 10) All necessary plans and drawing to obtain necessary building permits  
(Building permits will be obtained by City)

## ACCESSIBILITY:

All construction shall comply with all current ADA requirements.

## EXTERIOR SIZE:

To be 30' wide x 40' long x 16' high

**INSULATION:**

3” reinforced vinyl insulation in the roof and walls

**METAL FINISHES:**

Exterior finish: 26 Gauge Galvalume

**INSTALLATION:**

The installing contractor shall be currently licensed for this type of work and in good standing with the California State Contractors licensing board.

All necessary insurances, bonds, tools, materials and labor for proper installation of this metal building and concrete slab are to be provided by the selected contractor.

THIS IS A PREVAILING WAGE JOB.

**CLEAN UP:**

Provide final clean up and removal of all waste, debris and or surplus materials resulting from this work.

Hose  
rack  
pad

Fence

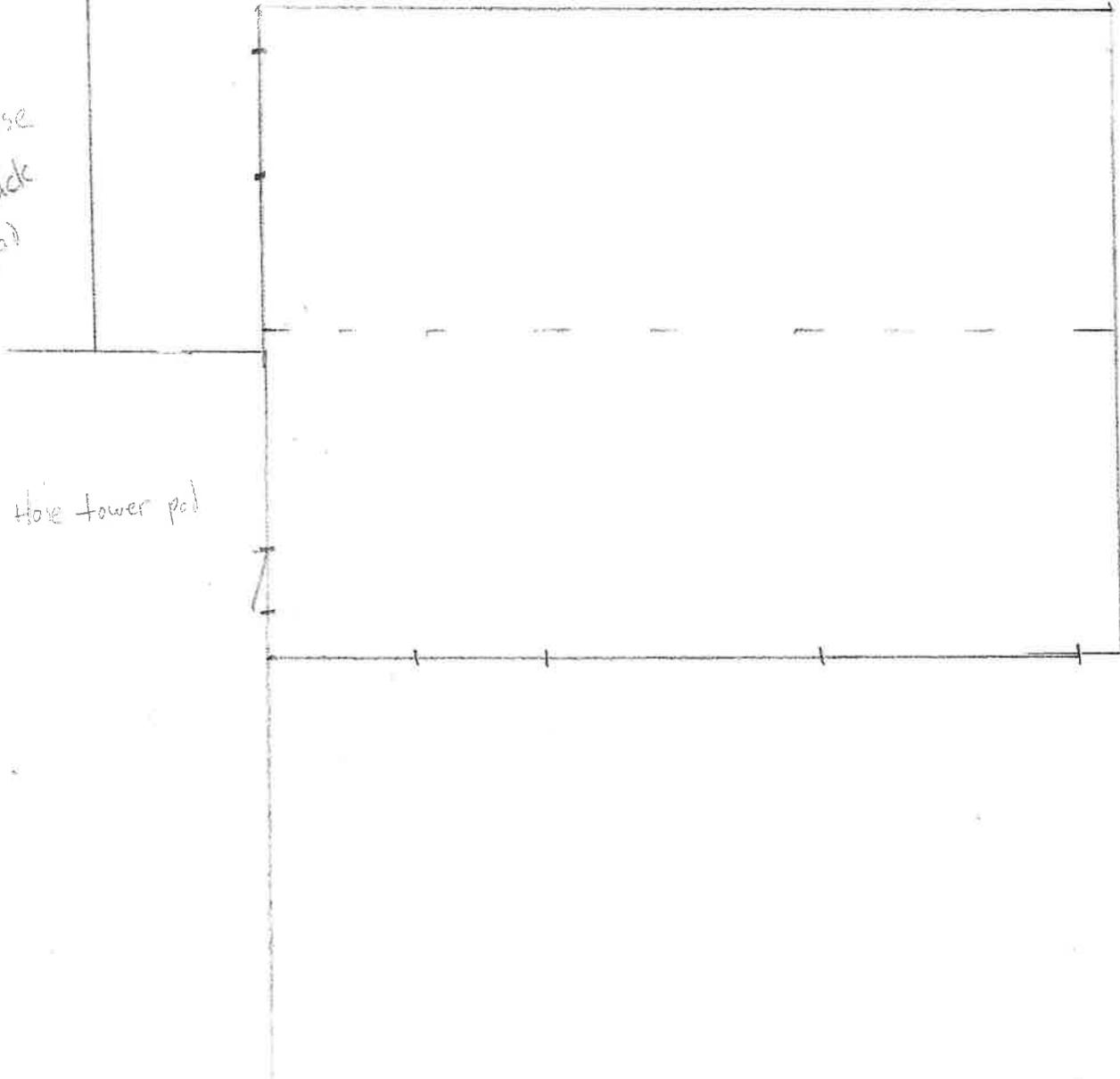
⊗ light post

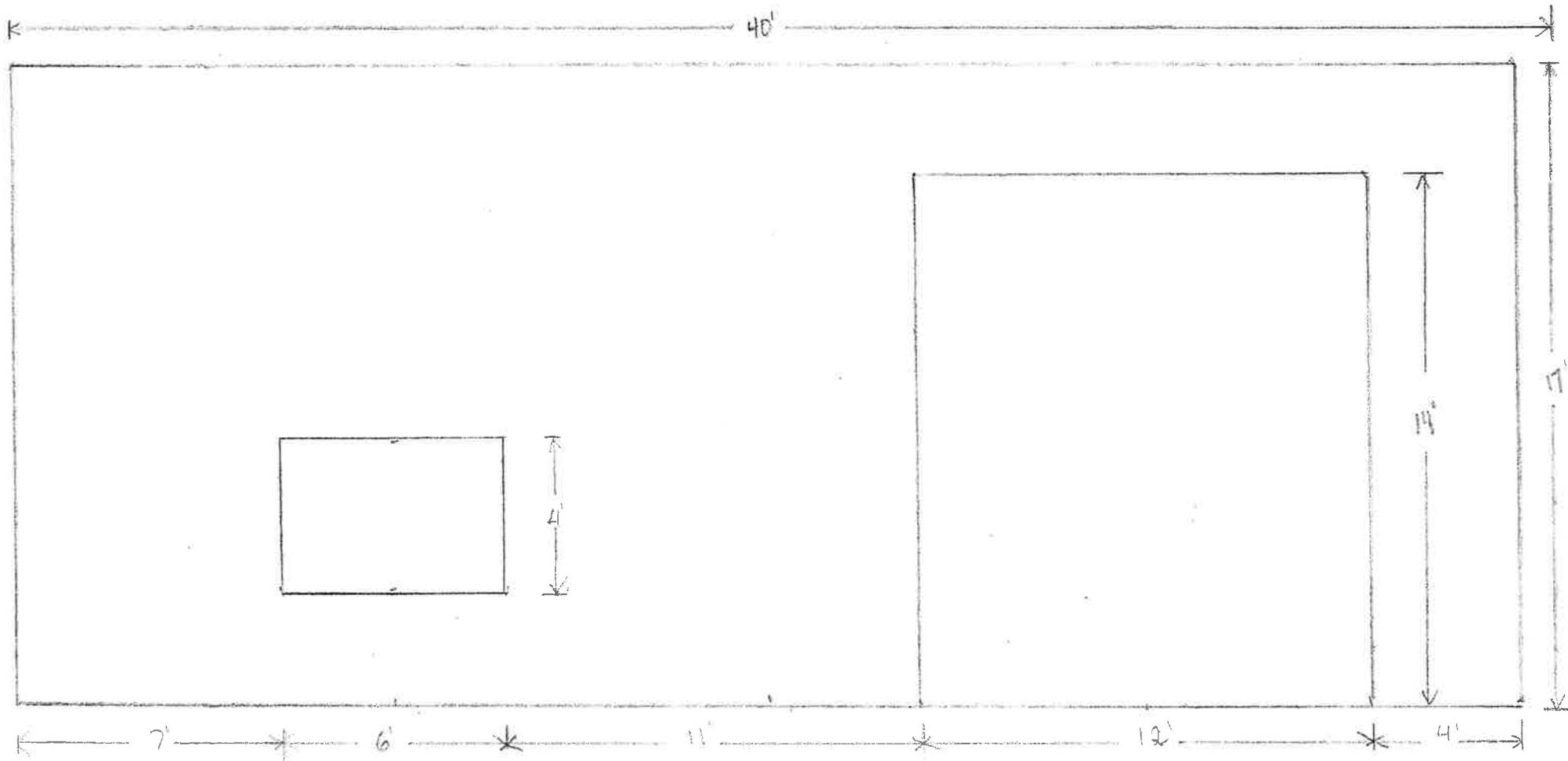
Hose tower pad

1" = 8'

City of Oranille

Plot map

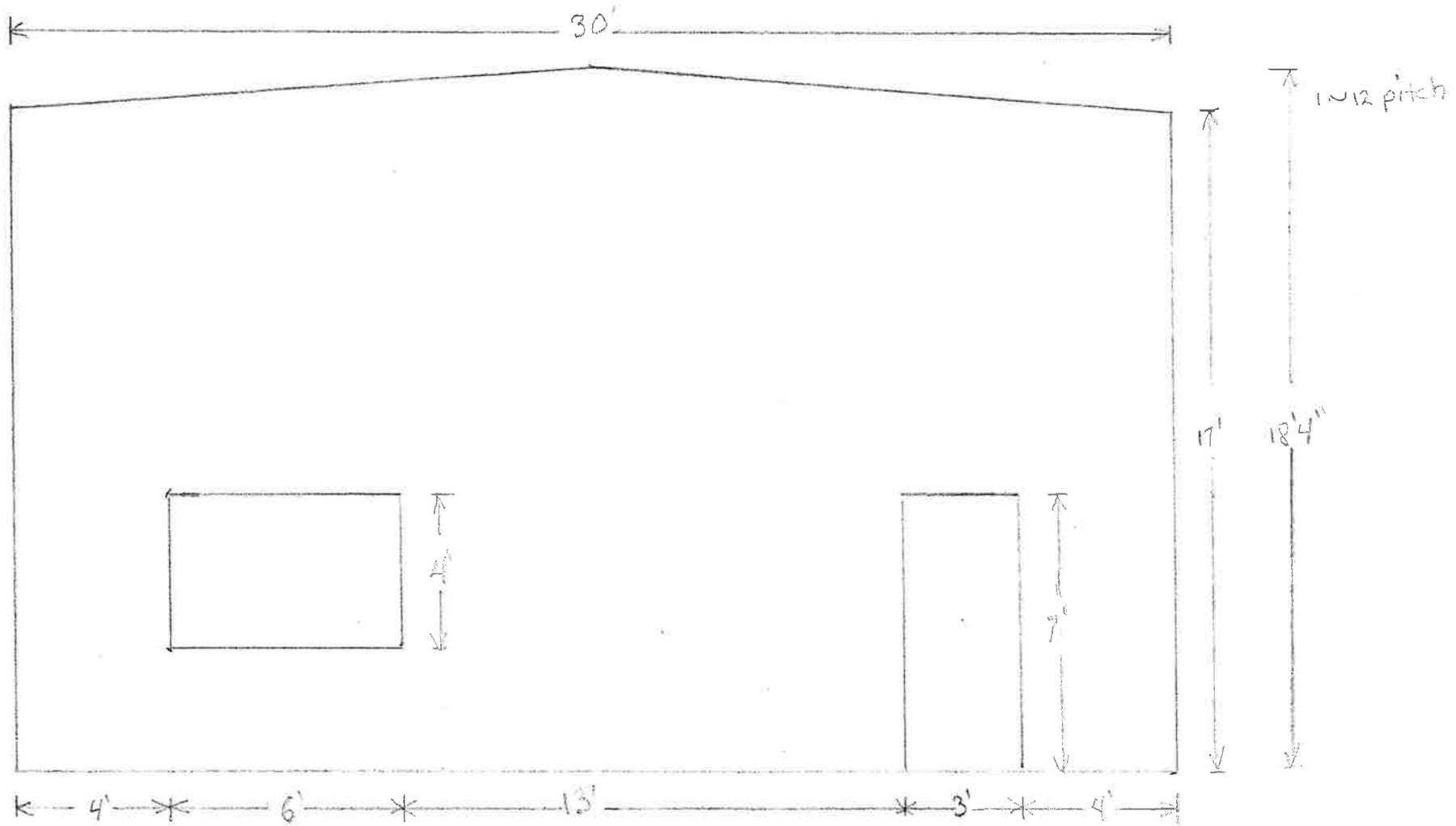




1" = 4'

City of Orville

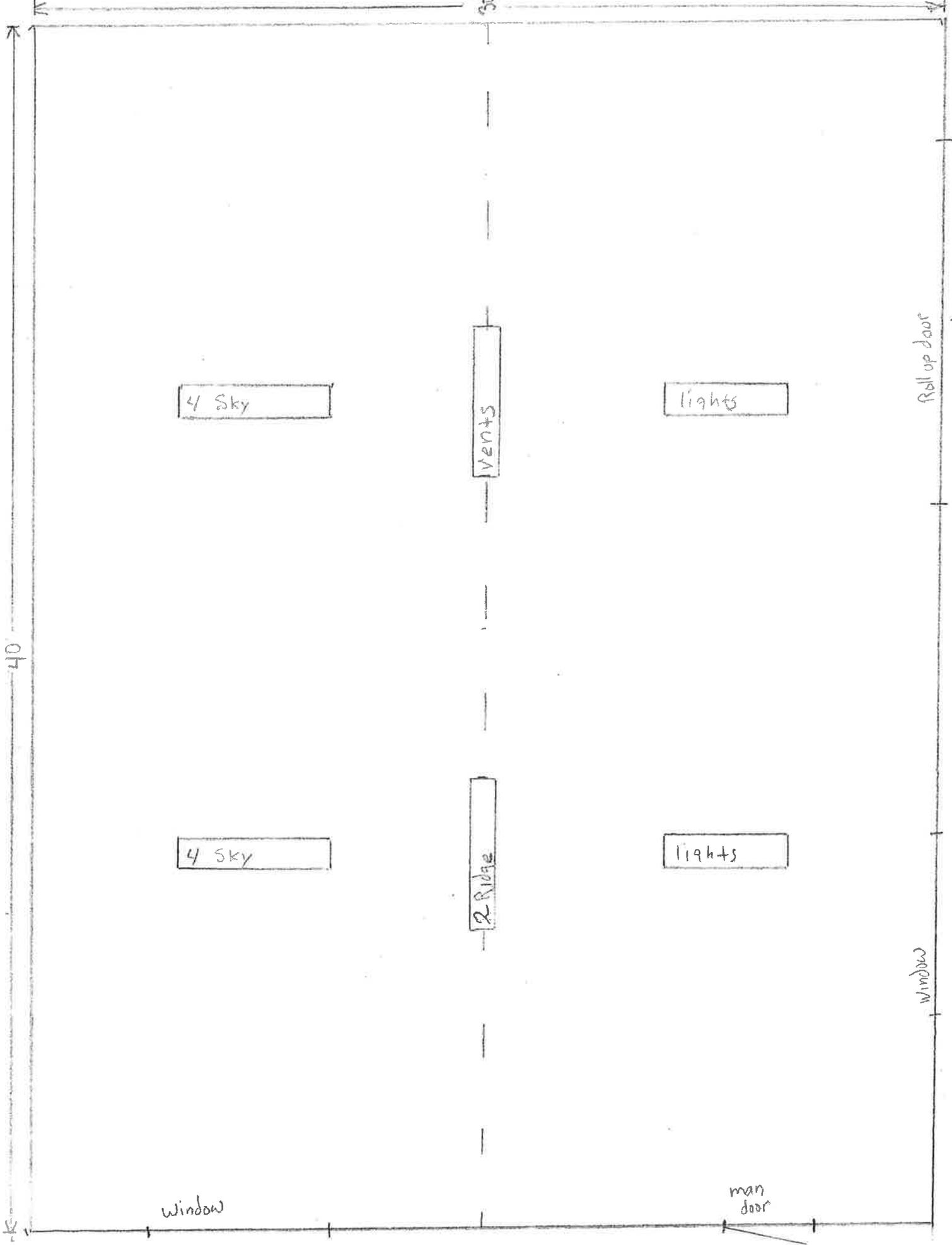
Front



1" = 4'

City of Orville

Side



4 Sky

2 Vents

lights

4 Sky

2 Ridge

lights

Window

man door

Window

Roll up door

1"=4'

City of Annville

Kent

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: OFFER TO ACQUIRE THE SOUTHSIDE OROVILLE COMMUNITY  
CENTER**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider an offer from Butte County to acquire ownership of the Southside Oroville Community Center located at 2959 Lower Wyandotte Road, Oroville.

**DISCUSSION**

Butte County has approached the City to gauge the City's interest in acquiring ownership of the Southside Oroville Community Center. Some features of the Community Center include:

- Multi-Purpose Room: The multi-purpose room features a space that comfortably accommodates 300 people. Features of the multi-purpose room include:
  - Space for approximately 300
  - Audio / video equipment
  - Chairs and tables
- Grounds: Currently, the grounds of the Community Center are also available to rent for group or private gatherings. Grounds features include:
  - Views of the surround hills and area
  - Multiple private and group settings
  - Rose gardens and green lawns
- Kitchen: Facility has a commercial kitchen that provides accessibility to the multi-purpose room and can meet the needs for caterers or other food handlers. Kitchen features include:
  - Grill, fryer and multiple stoves
  - Walk-in refrigerator and reach-in freezer
  - Steam table and dishwasher

Additionally, the facility includes restrooms, parking, a small conference room and additional interior space that can be used as office space or for other purposes.

## **FISCAL IMPACT**

Impact to the General Fund of \$1.00 for the purchase price of the facility in addition to all City costs associated with ongoing maintenance, management, and utilities. Some costs may be offset through the collection of rental fees for the facility.

## **RECOMMENDATIONS**

Provide direction, as necessary.

## **ATTACHMENTS**

None

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: LETTER AGREEMENT WITH PACIFIC GAS AND ELECTRIC  
COMPANY**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider a Letter Agreement with Pacific Gas and Electric Company (PG&E) for the temporary use of City property (APN 035-450-013) as a construction lay down area for a gas line improvement project.

**DISCUSSION**

PG&E has planned a gas line improvement project to be completed along Mitchell Avenue, from West Lincoln Street to Hewitt Avenue. To facilitate the storage of construction materials, equipment and parking, PG&E is requesting the temporary use of a vacant City owned parcel (APN 035-450-013) located on the north side of Mitchell Avenue, west of Lincoln Street. The City will be compensated \$500 per month for the three month temporary use of this property. The attached Letter Agreement describes the proposed use of the property and the proposed compensation to the City. PG&E estimates that the gas line project will be completed mid-May 2016.

**FISCAL IMPACT**

Approval of the Letter Agreement will generate revenue for the General Fund. Acceptance of the PG&E Letter Agreement will authorize PG&E the temporary use of APN 035-450-013 as a construction storage facility. The \$500 per month compensation will be deposited into the General Fund.

**RECOMMENDATION**

Adopt Resolution No. 8473 - RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE A LETTER AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE TEMPORARY USE OF CITY PROPERTY (APN 035-450-013) AS A CONSTRUCTION

CC-13

LAY DOWN AREA FOR A GAS LINE IMPROVEMENT PROJECT – (Agreement No. 3168).

**ATTACHMENT(S)**

Resolution No. 8473  
Agreement No. 3168

**CITY OF OROVILLE  
RESOLUTION NO. 8473**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE A LETTER AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY FOR THE TEMPORARY USE OF CITY PROPERTY (APN 035-450-013) AS A CONSTRUCTION LAY DOWN AREA FOR A GAS LINE IMPROVEMENT PROJECT**

**(Agreement No. 3168)**

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

1. The Vice Mayor is hereby authorized and directed to execute a Letter Agreement with Pacific Gas & Electric Company for the temporary use of City property (APN 035-450-013). A copy of the Letter Agreement is attached hereto.
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 March 1, 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Thil Wilcox, Vice Mayor

APPROVED AS TO FORM:

ATTEST:

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

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



*Pacific Gas and  
Electric Company*

**Pacific Gas and Electric Company**  
Chico Land Management Dept.  
350 Salem Street  
Chico, CA 95928

**Laird R. Oelrichs**  
Office: (530) 896-4258  
Fax: (530) 896-4254

February 17, 2016

City of Oroville  
Attn: Don Rust, Director of Planning & Public Works  
1735 Montgomery Street  
Oroville, CA, 95965

RE: REQUEST FOR TEMPORARY LICENSE for use of the parcel of land shown as 0.5084 ac. parcel on the Record of Survey map filed March 18, 1997 in Book 140 of Maps, at page 81, Butte County Records. Said parcel is located on the northeasterly side of Mitchell Avenue in the City of Oroville, CA (APN: 035-450-013).  
PG&E Project#: 30890124

Dear Mr. Rust:

Public records indicate that the City of Oroville is the owner of the parcel of land referenced above. Pacific Gas and Electric Company (PG&E) requests your permission for its temporary use of said parcel for the purpose of storing construction materials and equipment and parking vehicles in connection with its gas line improvement project for a period of one (3) months, at a rental amount of \$500 per month, commencing on March 1, 2016 and ending on June 1, 2016.

The area proposed for PG&E's use is labeled "LICENSE AREA" on the attached drawing. A list of the construction materials and equipment proposed to be stored on said parcel is also attached and labeled Exhibit A. The License Area would also be used for the parking of vehicles belonging to PG&E and its employees and contractors.

This letter ("Letter Agreement") sets forth the terms and conditions of PG&E's offer regarding the use of your property, and when countersigned and returned by PG&E, shall serve to memorialize the agreement with respect to your grant to PG&E of a temporary license.

During the term of this Letter Agreement, PG&E shall have the exclusive right to use the License Area, along with the right of ingress and egress thereto. PG&E shall have the further right to erect and maintain temporary fencing and gates with a locking device to enclose the License Area, and shall remove such fencing and gates at the end of the term of this Letter Agreement. The license granted hereunder will be irrevocable during the term of this Letter Agreement, except in the case of a material breach of the terms of this agreement.

PG&E shall pay you fifteen hundred (\$1500.00) as compensation for the temporary license, due and payable within thirty (30) days of the acceptance of this Letter Agreement.

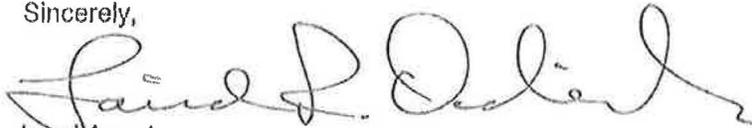
Should PG&E continue to use and occupy the License Area beyond May 16, 2016 with your consent, whether express or implied, PG&E shall pay you as compensation therefor, five hundred dollars (\$500.00), per month for such continued use.

In exercising the rights granted under this Letter Agreement, PG&E shall comply with all laws, ordinances, and regulations pertaining to its use of your property. PG&E agrees to indemnify and hold you harmless against any losses, costs, damages, expenses or liabilities connected with or resulting from the injury to or death of any person, or damage to or loss or destruction of any property arising out of PG&E's negligent acts or omissions under this Letter Agreement.

If the terms and conditions of this Letter Agreement are acceptable, please acknowledge your agreement by signing and returning both copies of this letter, along with the completed W-9 form (for our use in setting up the account for payment) to PG&E's Land Services Office located at the above referenced address. A fully-executed copy of the Letter Agreement will be provided to you for your records.

If you have any questions regarding this Letter Agreement, please contact me at (530) 896-4258.

Sincerely,



Land Agent  
Pacific Gas and Electric Company

I/we hereby accept the foregoing terms and conditions of this Letter Agreement, and acknowledge that I/we am/are duly authorized to execute this Letter Agreement:

CITY OF OROVILLE

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

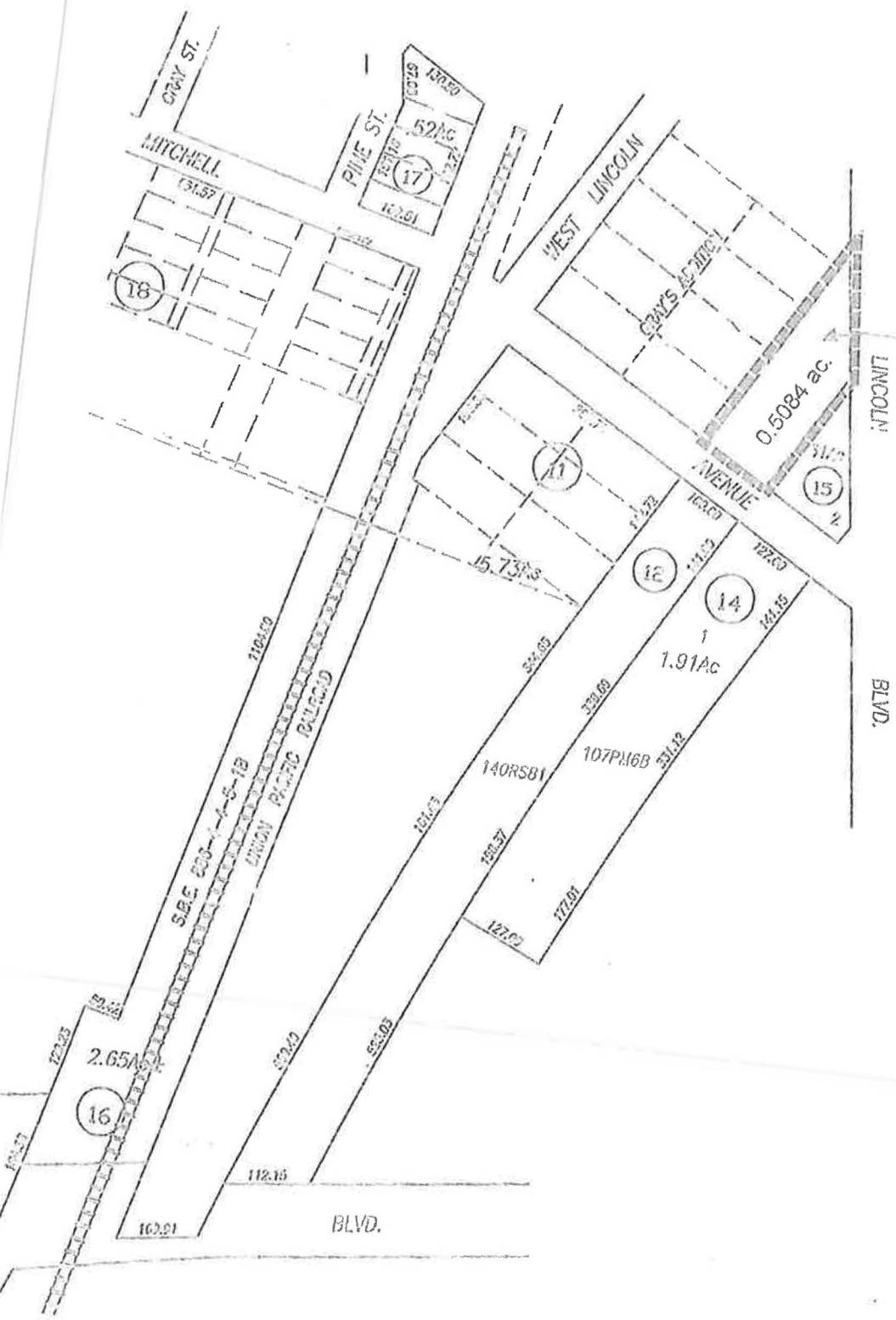
Date: \_\_\_\_\_

PACIFIC GAS AND ELECTRIC COMPANY



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

Date: 2/18/2016



35-45

LICENSE AREA

LINCOLN BLVD.

BLVD.

18

11

12

14

15

16

1.91Ac

0.5084 ac

2.65A

140RSB1

107PM6B

MITCHELL

PINE ST.

WEST LINCOLN

GRAYS AVE

AVENUE

GRAY ST.

131.57

123.75

17

52Ac

122.91

137.03

137.03

137.03

137.03

137.03

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## **Exhibit A**

### **Construction Materials and Equipment**

1. Spoils & Backfill Material
2. Gas Piping and Fittings
3. Power Poles and misc. electrical equipment.
4. Blue Rooms (portable toilets)
5. Dumpsters
6. Parking misc equipment, including but not limited to: trucks, dump trucks, backhoes, crew vehicles, employee vehicles, contractors vehicles.
7. Storing any other construction material deemed necessary by PG&E for said project.

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: REQUEST FROM THE NORTH STATE DANCERS ASSOCIATION FOR  
OVERNIGHT RV PARKING**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider permitting the overnight parking of approximately fifteen RVs from March 30, 2017 through April 2, 2017, in the area shown on the attached map (**Attachment A**), for the 49<sup>th</sup> Annual Square Dance Jamboree.

**DISCUSSION**

The City of Oroville Municipal Code (OMC) Section 14-7(v) prohibits overnight parking within any park or park facility between the hours of 11:00 p.m. and 6:00 a.m. The OMC Section 14-7(z) prohibits overnight camping within any city park or park facility, unless authorized by the City.

The North State Dancers Association has entered into an agreement with the Butte County Veterans Memorial Hall to use their facility for the 49<sup>th</sup> Annual Square Dance Jamboree. The event coordinators are moving this event from Redding to Oroville in hopes of drawing a larger crowd from the Sacramento Valley area. The event will last two days, from March 31, 2017 to April 1, 2017, and approximately 150 to 200 participants are anticipated from Northern California, Oregon and Nevada.

On February 11, 2016, the City received a request (**Attachment B**) from the North State Dancers Association to utilize the Municipal Auditorium levee parking lot for overnight parking of RV's starting at 5:00 p.m. on Thursday, March 30, 2017 to 12:00 p.m. on Sunday, April 2, 2017 for approximately ten to fifteen RVs. Some are anticipated to arrive on Thursday March 30, stay for the event, and depart on April 2<sup>nd</sup>. The purpose is to keep the participants in close proximity to the dance activities at the Veterans Hall and the event coordinators would like to market the RV parking as an inducement to increase event attendance.

## FISCAL IMPACT

The applicant will be required to submit and pay the applicable fees for a street/parking lot closure permit, which are as follows:

<b>Item</b>	<b>Price</b>	<b>Tech Fee</b>	<b>Total</b>
Street Closure / Special Event Permit	\$100.00	\$6.00	\$106.00

001-4250-1600     \$100.00  
116-4666-7660     \$   6.00

## RECOMMENDATIONS

Provide direction, as necessary.

## ATTACHMENTS

A – Site Plan  
B – Overnight RV Parking Request







**Luis A. Topete**

---

**From:** Tim Merino <tim@go-ab.com>  
**Sent:** Thursday, February 11, 2016 9:32 AM  
**To:** Tim Merino; Luis A. Topete; Sally-Dave Capp; Liz Merino  
**Subject:** Parking lot use request

To: Luis Topete,

Luis, is the request below sufficient to get us on the City Council agenda for preliminary approval for the use of the parking lot prior to paying the application fee?

Thank you,

Tim

=====

Dear Oroville City Council,

The North State Dancers Association has entered into an agreement with the Butte County Veterans Memorial Hall to use their facility located at 2374 Montgomery Street in Oroville for the 49th Annual Square Dance Jamboree. We are moving this event from Redding to Oroville in hopes of drawing a larger crowd from the Sacramento Valley area.

It's a two day event scheduled for March 31, 2017 to April 1, 2017. We expect between 150 to 200 participants to attend from Northern Ca, Oregon & Nevada.

Many of the participants will be using our local lodging and restaurants. Others (possibly 10 to 15 couples) will be using their self contained RV's. Some will arrive on Thursday March 30, stay for the event, and depart on April 2nd.

We would like to offer the RV'rs free overnight parking for their rigs at the Municipal Auditorium levee parking lot for the duration of the event. This would keep the participants in close proximity to the dance activities at the Veterans Hall.

For reference, it's the same type of RV camping that the Old time Fiddlers convention does in the same parking lot during their convention.

A little history:

During the 80's and 90's there was a huge Square Dance that was held during the Golden Fiesta Days celebration here

in Oroville. Each year there were between 500 to 600 dancers attending and it was quite a big deal for out town.

We are trying to rebuild the Square Dance activity here in Oroville and we believe this will help us do that.

The marketing for this dance takes place well over a year ahead of the event and we would like to offer the RV parking as an inducement for that crowd to consider attending our event.

Thank you,

Tim Merino  
Oroville Promenaders  
530-321-0677

## **Tim Merino**

President



email: [tim@go-ab.com](mailto:tim@go-ab.com)  
[www.websweeper.com](http://www.websweeper.com)



### **Ameri-Brand Products Incorporated**

4619 Olive Highway  
Oroville, CA 95966

Phone/Fax: 800-982-6966  
<http://websweeper.com>

#### **CONFIDENTIALITY NOTICE:**

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**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: FEE WAIVER REQUEST FROM THE OROVILLE DOWNTOWN  
BUSINESS ASSOCIATION**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider a request from the Oroville Downtown Business Association (ODBA) to waive the fees for an administrative permit for the ODBA's 2016 Farmers' Market.

**DISCUSSION**

The City of Oroville Municipal Code Section 26-16.060(C) specifies that farmer's markets are uses subject to an administrative permit. The fees for an administrative permit are as follows:

<b>Item</b>	<b>Price</b>	<b>Tech Fee</b>	<b>Total</b>
Administrative Permit	\$572.00	\$34.32	\$606.32

On February 18, 2016, the City Oroville received a fee waiver request (**Attachment A**) from Alan Jones, President of the ODBA, requesting a waiver of the fees for an administrative permit for the ODBA's 2016 Farmers' Market. In return, the OBDA is offering to include the City of Oroville as a sponsor and provide a free space at all the Market events for 2016.

**FISCAL IMPACT**

Fiscal impact will depend on Council action. The total fees for an administrative permit are \$606.32.

<b>Account#</b>	<b>Amount</b>
001-4250-1600	\$572.00
116-4666-7660	\$34.32

**RECOMMENDATION**

Provide direction, as necessary.

CC-15

## **ATTACHMENTS**

A – Fee Waiver Request



**Luis A. Topete**

---

**From:** Golden State Auto Body <gsab@cncnet.com>  
**Sent:** Thursday, February 18, 2016 1:48 PM  
**To:** Luis A. Topete  
**Subject:** Fw: Farmers Market

Hi Luis. As you well know the Farmers Market, an ODBA event, is starting on March 16th. The ODBA is asking the City Counsel to wave the \$600.00 fee. In return the ODBA would include the City Of Oroville as a sponsor and would provide a free space at all the Market events this year.

Thank you for your consideration.

Alan Jones: President ODBA

**CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

**FROM: DONALD RUST, DIRECTOR (530) 538-2433  
RICK FARLEY, RDA COORDINATOR (530) 538-4307  
DAWN NEVERS, ASSISTANT PLANNER (530) 538-2429**

**RE: DEVELOPMENT OF PRIORITY LIST FOR THE USE OF EXCESS  
BOND PROCEEDS**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may provide direction for the development of a priority list for the approximately \$3,395,434 of excess bond proceeds to the City of Oroville for implementation of projects consistent with the original bond covenants.

**DISCUSSION**

Pursuant to AB 1484, the amended state legislation dissolving redevelopment agencies, Health and Safety Code Section 34191.4(c), successor agencies are allowed to spend so-called “excess bond proceeds”, which are pre-2011 tax allocation bond proceeds that are otherwise not obligated for a project, once a Finding of Completion has been received from the Department of Finance (“DOF”). The expenditure of these excess bond proceeds must still comply with the bond covenants for which the bonds were issued.

As of the last accounting of the bond revenue funds that were originally issued for project implementation, there is approximately \$3,395,434 in excess bond proceeds from the Series 1995, Series 2002 and Series 2004 tax allocation bonds that remain unspent. The amount is approximate due to accruing interest, and the total amount to be transferred to the City may be adjusted after the execution of the Agreement to the actual amount on the day of the transfer.

While a Bond Expenditure Agreement was previously executed for the reimbursement of previously funded projects, because that action was denied by DOF, a revised Bond Expenditure Agreement (see Attachment 1) has been drafted as the Master Agreement authorizing the City to use excess bond proceeds transferred from the Successor Agency, consistent with bond covenants, on projects and programs indicated in the original bond documents. The official statements for the bond issuances (previously provided and available upon request), state the bonds were originally issued for projects for the Oroville Redevelopment Project No. 1 including public facility improvements, private development projects, rehabilitation projects, revitalization of the Oroville Riverfront

and downtown areas, parking and road improvements, purchase of land and buildings for resale to private developers, loans to private developers and a revolving loan fund, and other projects allowed under the Redevelopment Plan. Allowing the City to implement these projects with the excess bond proceeds would help to revitalize the Oroville Redevelopment Project No. 1 area which would in turn help improve property values in the area.

Exhibit A provides a list of potential projects that could be funded with the excess bond proceeds which are consistent with bond covenants. The potential projects include the Gateway Project, streetscape improvements, implementation of revitalization plans, parking lot, capital improvement projects, revitalization of the Oroville Riverfront and downtown areas, and others; all of which are consistent with the purpose of the original bond issuance. While the total amount of these projects exceeds the amount of excess bond proceeds available, approval of the entire list provides the City with the flexibility to prioritize and implement projects in a timely manner, as the projects are in varying stages of readiness. The excess bond proceeds may be used to complete an entire project, or it may be used as matching funds for several projects.

In addition to being consistent with the bond covenants, expenditure of the bond funds must also meet the IRS tax-exempt regulations. Oroville's excess bond proceeds include both taxable and tax-exempt bond funds, and as such, the taxable funds should be used for projects that benefit a specific project or property owner, while the tax-exempt funds must be used for general benefit. Of the \$3,395,434 of excess bond proceeds, \$564,943 are taxable.

## **FISCAL IMPACT**

The Bond Expenditure Agreement would allow the City of Oroville to receive excess bond funds to implement approximately \$3,395,434 worth of projects consistent with the bond covenants and the original intent of the bonds. A NEW Capital projects Fund was created for these projects. Fund 304 will be used to pay for these projects.

## **RECOMMENDATION**

Provide direction, as necessary.

## **ATTACHMENTS**

Exhibit A-Potential Projects for the Excess Bond Proceeds  
Attachment 1 – Bond Expenditure Agreement  
Attachment 2 – Resolution No. 15-16

**EXHIBIT**  
**A**

**Exhibit A – Potential Projects for the Excess Bond Proceeds**

List of Projects	Estimated
Gateway Project Development Project <i>Purchase property from the former RDA.</i>	\$ 1 million
Lincoln St. & Huntoon St. Streetscape Improvement Plan	\$ 2 million
Feather River Boulevard Revitalization Plan	\$ 1.2 million
750 Montgomery – parking lot and land acquisition	\$ 1 million
Municipal Auditorium – MIDAS Project	\$ 5 million
ACE District – Revitalization of 29 acres of the Oroville Waterfront and Downtown area (concept plan already exists):	
• Signage and Wayfinding Improvements throughout the Historic Downtown.	\$100,000
• Land Acquisition within ACE District (29 acres) boundaries	\$250,000
• Public-Private Partnership to create residential development Projects	\$ 1 million
• <b>Affordable Housing Project and Partnerships</b>	\$ 1.5 million
Myers Street Underground Project (Rule 20A)	\$ 4.2 million
City Museum Improvement (Bolts AHTM - Expansion)	\$150,000
Corporation Yard Improvements	\$ 500,000
Fire Station / Heliport at the Airport	\$ 750,000
Alley Improvement Projects (Downtown Oroville)	\$ 1 million
Veteran’s Memorial Park	\$ 1.7 million
TOTAL	\$ 21.4 million

## **BOND EXPENDITURE AGREEMENT**

This Bond Expenditure Agreement (the "Agreement") is entered into effective December 1, 2015, by and between the City of Oroville, a municipal corporation (the "City"), and the Oroville Redevelopment Successor Agency, successor agency to the Redevelopment Agency of the City of Oroville under Health and Safety Code Section 34173 ("Oroville SA") pursuant to City Council Resolution No. 8447, Oroville SA Resolution No. 15-16, and the Oroville Oversight Board Resolution No. 08-15.

### **Recitals**

A. Oroville SA received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on May 6, 2014.

B. Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS").

C. Oroville SA has so so-called "excess bond proceeds," i.e., pre-2011 tax allocation bond proceeds that are not otherwise obligated for a project or other enforceable obligation from the 1995, 2002 and 2004 Series A and Series B Tax Allocation Revenue Bonds for the Oroville Redevelopment Project No.1. Oroville SA wishes to use such proceeds for redevelopment purposes consistent with applicable bond covenants.

D. The California Community Redevelopment Law (Health and Safety Code Section 33000, et seq.) provides for a cooperative relationship between cities and their redevelopment agencies, as well as their successor agencies who have assumed the duties and obligations of the former redevelopment agencies. Under Health and Safety Code Section 33220, a city may aid and cooperate in the planning, undertaking, construction, or operation of redevelopment projects. Health and Safety Code Section 33220(e) specifically authorizes a city to enter into an agreement with its redevelopment agency or any other public entity to further redevelopment purposes. Health and Safety Code Section 34178 allows a successor agency and its sponsoring city to enter into agreements with the approval of the Oversight Board.

E. Oroville SA desires to provide excess bond proceeds to the City to enable the City to use such funds, in a manner consistent with the original bond covenants, for improvement projects for which these bonds were issued, as shown in Exhibit A. The transfer of these funds to the City would advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities. The City Council has found that the use of excess bond proceeds to fund projects is in accordance with Health and Safety Code Sections 33445,

33445.1, and 33679, the bond covenants, and other applicable law. The Oroville Oversight Board has determined that the expenditure of excess bond proceeds in accordance with this Agreement will benefit the affected taxing entities, are consistent with the original bond covenants, and has therefore approved the execution of this Agreement and the provision of excess bond proceeds to the City for the purposes described herein.

F. In order to facilitate the use of excess bond proceeds consistent with the bond covenants, Oroville SA and the City have negotiated this Agreement requiring the transfer of current excess bond proceeds by Oroville SA to the City, and the City's use of such proceeds as shown in Exhibit A and consistent with bond covenants. The parties intend that this Agreement shall constitute an excess bond proceeds obligation within the meaning of Health and Safety Code Section 34191.4(c)(2)(A) to be paid from excess bond proceeds. With Oversight Board approval, Oroville SA will list this Agreement, and the requirement to transfer excess bond proceeds herein, on its Recognized Obligation Payment Schedule ("ROPS") for July 1, 2016 through June 30, 2017 ("ROPS 16-17") as an obligation to be funded with excess bond proceeds.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

#### 1. RECITALS

The recitals above are an integral part of this Agreement and set forth the intentions of the parties and the premises on which the parties have decided to enter into this Agreement.

#### 2. Oroville SA'S OBLIGATIONS

Oroville SA shall have the following obligations under this Agreement:

2.1. CURRENT EXCESS BOND PROCEEDS. Oroville SA shall transfer to the City Excess Bond Proceeds currently held by Oroville SA in an amount of \$3,368,183 (said amount may be adjusted, increased or decreased after the date of this Agreement to the actual amount on the date of transfer).

2.2. FUTURE EXCESS BOND PROCEEDS. Oroville SA shall transfer to the City all future Excess Bond Proceeds held or received by Oroville SA. Such future Excess Bond Proceeds shall include, without limitation, (1) Bond Proceeds previously obligated to a project or other Enforceable Obligation that become unobligated for any reason, (2) Bond Proceeds that become available in the form of rents, sale proceeds, loan repayments, or other revenues that are generated by properties or other assets acquired and/or improved with Bond Proceeds and that are not otherwise obligated to a project or other Enforceable Obligation, and (3) any other funds held by Oroville SA that qualify as Excess Bond Proceeds under this Agreement.

The parties intend that payments of future Excess Bond Proceeds be made to the City as soon as possible after such Excess Bond Proceeds become available. The transfer of future Excess Bond Proceeds shall be made pursuant to an approved ROPS within 30 days of the commencement of the relevant ROPS period. Oroville SA shall be responsible for ensuring that payments of future Excess Bond Proceeds, as such funds become available, are included on the next possible ROPS.

2.3. PROJECTS FUNDED BY EXCESS BOND PROCEEDS. Oroville SA assigns to the City all responsibilities in relation to the administration of any projects or programs funded by Excess Bond Proceeds. Oroville SA assigns to the City all contracts entered into by Oroville SA or the former Redevelopment Agency of the City of Oroville related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by Oroville SA relating to Enforceable Obligations.

### 3. CITY'S OBLIGATIONS

The City shall have the following obligations under this Agreement:

3.1. RETENTION OF EXCESS BOND PROCEEDS. The City shall accept, hold, and disburse Excess Bond Proceeds transferred to the City by Oroville SA under this Agreement, including current Excess Bond Proceeds and future Excess Bond Proceeds. The City shall retain any Excess Bond Proceeds that it receives, such as revenue generated from properties acquired or improved with Excess Bond Proceeds or payments on loans funded from Excess Bond Proceeds, without any obligation to return such funds to Oroville SA, and shall use such funds to reimburse for projects as identified in Exhibit A, consistent with applicable bond covenants.

3.2. USE OF EXCESS BOND PROCEEDS. The City may spend Excess Bond Proceeds received or retained under this Agreement on any project, program, or activity consistent with the original bond covenants applicable to the particular Excess Bond Proceeds, and must comply with all requirements of federal tax law and all applicable requirements of the California Community Redevelopment Law as to the use of such funds. The City shall be solely responsible for ensuring that Excess Bond Proceeds are maintained and spent in accordance with bond covenants and other applicable laws. The City may transfer funds between approved projects, programs and activities, as long as the transfer is within a single project area if applicable bond covenants restrict such funds to a particular project area.

The City shall indemnify and defend Oroville SA, and its officers and agents, against, and shall hold Oroville SA, and its officers and agents, harmless from, any claims, causes of action, or liabilities arising from the misuse of Excess Bond Proceeds by the City or the failure of the City to ensure that Excess Bond Proceeds are used in accordance with bond covenants, federal tax law, and the California Community Redevelopment Law.

The City assumes all contracts entered into by Oroville SA or the former Redevelopment Agency of the City of Oroville related to activities to be funded by Excess Bond Proceeds, with the exception of those contracts retained by Oroville SA relating to Enforceable Obligations. The City shall perform its obligations hereunder, and under such assumed contracts, in accordance with the applicable provisions of federal, state and local laws, including the obligation to comply with environmental laws such as CEQA, and shall timely complete the work required for each project.

### 4. ENTIRE AGREEMENT; WAIVERS; AND AMENDMENTS

4.1. This Agreement constitutes the entire understanding and agreement of the parties with respect to the transfer and use of Excess Bond Proceeds. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to the subject matter of this Agreement.

4.2. This Agreement is intended solely for the benefit of the City and Oroville SA. Notwithstanding any reference in this Agreement to persons or entities other than the City and Oroville SA, there shall be no third party beneficiaries under this Agreement.

4.3. All waivers of the provisions of this Agreement and all amendments to this Agreement must be in writing and signed by the authorized representatives of the parties.

#### 5. SEVERABILITY

If any term, provisions, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability. In addition, the parties shall cooperate in good faith in an effort to amend or modify this Agreement in a manner such that the purpose of any invalidated or voided provision, covenant, or condition can be accomplished to the maximum extent legally permissible.

#### 6. DEFAULT

If either party fails to perform or adequately perform an obligation required by this Agreement within thirty (30) calendar days of receiving written notice from the non-defaulting party, the party failing to perform shall be in default hereunder. In the event of default, the non-defaulting party will have all the rights and remedies available to it at law or in equity to enforce the provisions of this contract, including without limitation the right to sue for damages for breach of contract or to seek specific performance. The rights and remedies of the non-defaulting party enumerated in this paragraph are cumulative and shall not limit the non-defaulting party's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of the Agreement or hereinafter enacted or established, that may be available to the non-defaulting party against the defaulting party.

#### 7. BINDING ON SUCCESSORS

This Agreement shall be binding on and shall inure to the benefit of all successors and assigns of the parties, whether by agreement or operation of law.

#### 8. FURTHER ASSURANCES

Each party agrees to execute, acknowledge and deliver all additional documents and instruments, and to take such other actions as may be reasonably necessary to carry out the intent of this Agreement.

**[SIGNATURES ON NEXT PAGE]**

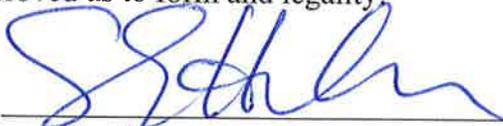
In witness whereof, the undersigned parties have executed this Bond Expenditure Agreement effective as of the date first above written.

**“CITY”**

**THE CITY OF OROVILLE,**  
a municipal corporation

By:   
City Administrator

Approved as to form and legality:

By:   
City Attorney

**“OROVILLE SA”**

**THE OROVILLE REDEVELOPMENT SUCCESSOR AGENCY,** successor agency to the  
Redevelopment Agency of the City of Oroville under Health and Safety Code Section 34173

By:   
Oroville SA Administrator

Approved as to form and legality:

By:   
Oroville SA Counsel

**OROVILLE SUCCESSOR AGENCY  
RESOLUTION NO. 15-16**

**A RESOLUTION OF THE OROVILLE SUCCESSOR AGENCY OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF OROVILLE APPROVING THE BOND EXPENDITURE AGREEMENT BETWEEN THE CITY OF OROVILLE AND THE OROVILLE SUCCESSOR AGENCY**

**WHEREAS**, the Oroville Successor Agency ("Successor Agency") received its Finding of Completion under Health and Safety Code Section 34179.7 from the California Department of Finance on May 6, 2014; and

**WHEREAS**, Health and Safety Code Section 34191.4(c) allows a successor agency that has received a finding of completion to use bond proceeds from bonds issued prior to 2011 for purposes for which the bonds were sold, provides that such proceeds in excess of amounts needed to satisfy approved enforceable obligations shall be expended in a manner consistent with the original bond covenants, and further provides that such expenditures shall constitute "excess bond proceeds obligations" that shall be listed separately on the successor agency's Recognized Obligation Payment Schedule ("ROPS"); and

**WHEREAS**, as of its last accounting, the Successor Agency has determined it is holding so-called "excess bond proceeds" in the amount of approximately \$3,390,180 (said amount may be adjusted, increased or decreased after the date of this Agreement) that are not otherwise obligated for a project or other enforceable obligations from the 1995, 2002, 2004 Series A and Series B Tax Allocation Revenue Bonds for the Oroville Redevelopment Project No. 1; and

**WHEREAS**, the Successor Agency desires to provide these excess bond proceeds to the City of Oroville to enable the City to use such funds, in a manner consistent with the original bond covenants, to undertake projects and programs that were not previously funded and obligated by Successor Agency or the City; and

**WHEREAS**, the Agreement would advance the City's community development goals while maximizing fiscal and social benefits flowing to the taxing entities from successful development. The City Council has found that the use of excess bond proceeds to fund projects detailed in the Agreement is in accordance with Health and Safety Code Sections 33445, 33445.1, and 33679, the original bond covenants, and other applicable laws; and

**WHEREAS**, the Oversight Board of the Oroville Successor Agency has determined that the expenditure of excess bond proceeds in accordance with the attached Agreement will benefit the affected taxing entities, is consistent with the original bond covenants, and approves the execution of the attached Agreement and the provision of excess bond proceeds to the City for the purposes described.

covenants, and approves the execution of the attached Agreement and the provision of excess bond proceeds to the City for the purposes described.

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

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

**SECTION 2.** The Mayor is hereby authorized and directed to execute the Bond Expenditure Agreement between the Oroville Successor Agency and the City of Oroville for the transfer of excess bond proceeds currently held by the Successor Agency.

**SECTION 3.** The Clerk shall attest to the adoption of this Resolution.

**PASSED and ADOPTED** by the City Council of the City of Oroville at a regular meeting on December 1, 2015, by the following vote:

**AYES:** Council Members Del Rosario, Hatley, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

**NOES:** None

**ABSTAIN:** None

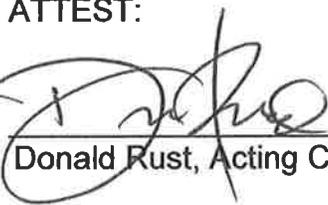
**ABSENT:** Council Member Berry

  
Linda L. Dahlmeier, Mayor

**APPROVED AS TO FORM:**

  
Scott E. Huber, City Attorney

**ATTEST:**

  
Donald Rust, Acting City Clerk

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

**FROM: BILL LAGRONE, PERSONNEL DIRECTOR**

**RE: AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH DEAN HILL JR., DEPUTY FIRE CHIEF**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider Amendments to the Employment Agreement (“Agreement”) with Dean Hill Jr., Deputy Fire Chief.

**DISCUSSION**

The Employment Agreement with Dean Hill Jr. (“Hill”), requires an annual evaluation. The evaluation was to have occurred on or before July 1, 2015. Hill’s contract is set to expire on June 30, 2016. Accordingly, the Council may consider an extension and amendments to the Agreement.

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

The Amendments to the Agreement, include a four month 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**

This salary increase cost is estimated to be \$5,351 through November 1, 2016:

Fire Department                      001-5100-2000

**RECOMMENDATION**

Adopt Resolution No. 8474 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DEAN HILL JR. – (Agreement No. 3074-1).

CC-17

## **ATTACHMENTS**

Resolution No. 8474  
Agreement No. 3074-1

**OROVILLE CITY COUNCIL  
RESOLUTION NO. 8474**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DEAN HILL JR.**

**(Agreement No. 3074-1)**

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

1. The Vice Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Dean Hill Jr. 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 March 1, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Thil Wilcox, Vice 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 DEAN J. HILL, JR.**

**(Agreement No. 3074-1)**

This Amendment dated March 01, 2016, is to the Employment Agreement between the City of Oroville ("City") and Dean J. Hill, Jr. ("Hill").

In consideration of the terms and conditions herein, the City and Hill 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:**

Hill agrees to remain in the exclusive employ of City until November 1, 2016, 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 November 1, 2016, and Hill shall not be entitled to any compensation except for any accrued vested benefits.

**3. SECTION 5 IS REPLACED WITH THE FOLLOWING:**

Hill shall receive an initial salary of \$105,063 per year, beginning on July 1, 2015. Hill will be paid the difference in salary from July 1, 2015 to the date of ratification of this Agreement retroactively.

Salary pay schedule:

CURRENT WITH A 2.5% SALARY INCREASE							
A	B	C	D	E	F	G	H
\$74,666	\$78,399	\$82,319	\$86,435	\$90,757	\$95,295	\$100,060	\$105,063

**4. SECTION 7 IS REPLACED WITH THE FOLLOWING:**

Hill shall be employed on a full-time basis and for optimal customer service, should generally perform such work during the Fire Department's normal business hours. However, it is recognized that Hill shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be

Agreement No. 3074-1

allowed to establish an appropriate work schedule to meet the requirements of the position. Additionally, he shall be allocated and allowed to take up to 29 hours per fiscal year of Administrative Leave. Such leave may be taken after appropriate notice to the Department Head.

**5. Section 15. Uniform Allowance:**

Hill will begin receiving a monthly allowance of \$62.50 on July 1, 2016, and will continue to receive the same allowance for the duration of the term of this Agreement.

6. Conflicts between this Amended Agreement and Agreement No. 3074 shall be controlled by this Amendment. All other provisions within Agreement No. 3074 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 March 1, 2016.

**CITY OF OROVILLE**

**DEAN J. HILL, JR.**

By: \_\_\_\_\_  
Thil Wilcox, Vice Mayor

By: \_\_\_\_\_  
Dean J. Hill, Jr., Deputy Fire Chief

APPROVED AS TO FORM:

ATTEST:

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

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

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR DAHLMEIER, COUNCIL MEMBERS**

**FROM: BILL LAGRONE, DIRECTOR OF PERSONNEL**

**RE: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH  
PATRICK CLARK CONSULTING**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider an Amendment to the Professional Services Agreement with Patrick Clark Consulting, in the amount of \$50,000, for Labor Negotiation Services relating to all City employee associations.

**DISCUSSION**

The City of Oroville is currently preparing to negotiate with the Oroville Fire Fighters Association (OFFA), the Oroville Police Officers Association (OPOA) and the Oroville Management and Confidential Association (OMCA) in 2016.

In October of 2015, the Council ratified an agreement with Patrick Clark Consulting for labor negotiations services. This agreement had been in effect for several months and was limited to \$10,000. Mr. Clark has successfully completed the bargaining with the OMCA for fiscal year 2015/2016. Mr. Clark was able to obtain a one year deal to bring the OMCA Agreement expiration time line into sync with the OFFA and OPOA. This negotiation has nearly exhausted the monies available in this agreement.

Mr. Clark has presented an amended agreement for the upcoming negotiations. The agreement amendment is necessary to ensure that the interests of the City of Oroville are fully represented and protected. Mr. Clark has many years of experience and is a well-respected Labor Negotiator. This agreement is capped at \$50,000 and has an out clause by either party with a 30 day notice. Mr. Clark's hourly rate for services is \$160. Mr. Clark will reduce this hourly rate by half for all travel time necessary for contract negotiations for the duration of this agreement.

A time and material approach to this type of negotiations is more effective for all involved parties. The safe guard of 30 day out notice is the necessary protection for the Council. It is further recommended that a monthly report be made to the Council regarding the status of all ongoing negotiations, and monies expended under this amendment.

CC-18

## **FISCAL IMPACT**

Budget Adjustment:

Establish a new department for the Personnel Officer to budget the amount of \$50,000, as follows:

Expenditures            001-7000-1301            \$50,000 Personnel Officer

## **RECOMMENDATIONS**

1.     Adopt Resolution No. 8475 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE VICE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH PATRICK CLARK CONSULTING FOR LABOR NEGOTIATION SERVICES RELATING TO ALL CITY EMPLOYEE ASSOCIATIONS - (Agreement No. 3115-1); and
2.     Approve the necessary budget adjustment, as indicated in the fiscal impact of this staff report, dated March 1, 2016.

## **ATTACHMENT(S)**

Resolution No. 8475  
Agreement No. 3115-1

**CITY OF OROVILLE  
RESOLUTION NO. 8475**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE VICE MAYOR TO EXECUTIE AN AMENDMENT TO THE  
AGREEMENT WITH PATRICK CLARK CONSULTING FOR LABOR NEGOCIATION  
SERVICES RELATING TO ALL CITY EMPLOYEE ASSOCIATIONS**

**(Agreement No. 3115-1)**

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

1. The Vice Mayor is hereby authorized and directed to execute an Amendment to the Professional Services Agreement with Patrick Clark Consulting for Labor Negotiation Services.
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on March 1, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Thil Wilcox, Vice Mayor

APPROVED TO AS FORM:

ATTEST:

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

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

**AMENDMENT TO CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF OROVILLE AND PATRICK CLARK CONSULTING**

**(Agreement No. 3115-1)**

This Amendment dated March 01, 2016, is to the Consultant Agreement between the City of Oroville ("City") and Patrick Clark Consulting (Consultant).

In consideration of the terms and conditions herein, the City and Patrick Clark Consulting agree that the amendment to the agreement is effective March 2, 2016, and shall be amended as follows:

**1. SECTION 4(c) COMPENSATION IS REPLACED WITH THE FOLLOWING:**

In no event shall the total compensation and cost payable to Consultant under this amendment exceed the sum of Fifty Thousand Dollars (\$50,000.00) unless specifically approved in advance and in writing by the CITY. Therefore, the total value of the Agreement, including this amendment, is Sixty Thousand Dollars (\$60,000.00).

**2. Conflicts between this Amended Agreement and Agreement No. 3115 shall be controlled by this Amendment. All other provisions within Agreement No. 3115 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 March 1, 2016.

CITY OF OROVILLE

PATRICK CLARK

By: \_\_\_\_\_  
Thil Wilcox, Vice Mayor

By: \_\_\_\_\_  
Patrick Clark, Consultant

APPROVED AS TO FORM:

ATTEST:

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

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

**OROVILLE CITY COUNCIL  
STAFF REPORT**

**TO: VICE MAYOR AND COUNCIL MEMBERS**

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

**RE: 2016 STATE OF THE CITY ADDRESS**

**DATE: MARCH 1, 2016**

**SUMMARY**

The Council may consider coordinating the 2016 State of the City Address with the April 1<sup>st</sup>, 2016 Oroville Downtown Business Association (ODBA) 1<sup>st</sup> Friday event.

**DISCUSSION**

On February 2, 2016, the Council requested staff to return with venue options for the State of the City Address. In previous years, the State of the City Address has been hosted by the Oroville Economic Development Corporation (OEDCO). In 2015, the State of the City Address was forgone. Staff would like to propose the use of the State Theater (as one of the ten uses agreed upon with STAGE) in conjunction with the ODBA 1<sup>st</sup> Friday event for the 2016 State of the City Address. The annual April theme of the 1<sup>st</sup> Friday event is the creeper races with a classic car show on Myers and Bird Streets. There will be food truck vendors parked along the east and west side of Myers Street in front of the State Theater. Citizens are encouraged to purchase a plate of food and come and attend the State of the City Address, to be delivered by Mayor Dahlmeier, with an option of one presentation at 6:00 p.m. (or up to three presentations beginning at 3:00 p.m., 5:00 p.m., and 7:00 p.m.) The State of the City Address will be accompanied by a PowerPoint presentation.

**FISCAL IMPACT**

The fiscal impact will vary depending upon the vendor and location selection.

**RECOMMENDATIONS**

Provide direction, as necessary.

**ATTACHMENTS**

None

CC-19

## M E M O R A N D U M

**TO: MAYOR DAHLMEIER & COUNCIL MEMBERS**

**FROM: BOB MARCINIAK, PROGRAM SPECIALIST**

**RE: TOURISM AND FESTIVAL COMMITTEES ACTIVITY REPORT**

**DATE: FEBRUARY 29, 2016**

The following provides a succinct summary of various committee meetings that were attended on behalf of the City during the month of February 2016:

- **Tourism Committee**
  - Established in 2008 as part of the City funded Tourism Study
  - Meets on the 2<sup>nd</sup> Tuesday of each month
  - Volunteer committee with 12 representatives from the community
  - February 9, 2015 meeting
    - Revised Oroville, CA map presented (copies were placed in City Councilors mailboxes)
    - Updates on ODBA 1<sup>st</sup> Friday events
    - Updates on activities at the California Department of Parks & Recreation Lake Oroville Visitors Center
    - Updates on Feather Fiesta Days
    - Updates on DWR Fish Hatchery Tours
  
- **Wild Flower & Nature Festival (Event: Saturday, April 2, 2016)**
  - This is a Feather River Recreation & Park District event that has been held the last few years at Riverbend Park. The City & the SBF has had a booth related to parks & trails planning, the proposed aquatic center and the city museums, walking and Greenline tours.
  - Planning Meeting February 17<sup>th</sup>
    - Vendors lined up (45+)
    - Bands confirmed (2)
    - Kayaking in the Feather River coordinated by the Oroville Aquatic Center
    - Request for MLE's and/or VIP's to assist with security
    - Request for the OPD Canine Unit to do a demonstration
    - Request for the OFD Fire Dog to be

- **Feather Fiesta Days Committee (Event: Saturday, May 7, 2016)**
  - Meets on the 2<sup>nd</sup> Wednesday of each month (December to May)
  - All meetings and events are under the direction of Upstate Community Enhancement Foundation, Event Coordinator (funded by the SBF)
  - February 10, 2015 meeting
    - City of Oroville will provide infrastructure/support for getting the City “polished” for this major event that draws in excess of 15,000 people each year
    - ODBA on target for booths in parking lot A and throughout the Historic Downtown
    - Gold Rush Car Show plans to have 900+ vehicles on display
    - Exchange Club will host the Grand Parade starting at 10:00 A.M.
    - Kiwanis Club will host the Kiddie Parade on Friday
    - Chinese Temple & Museum Complex will host a tea on Wednesday, May 4th
  
- **Salmon Festival Committee (Event: Saturday, September 24<sup>th</sup>)**
  - Pre-committee planning with Event Coordinator on February 10th
  - Meets on the 3<sup>rd</sup> Tuesday of each month (March to September)
  - All meetings and events are under the Upstate Community Enhancement Foundation, Event Coordinator (funded by the SBF)



# City of Oroville

## COMMUNITY DEVELOPMENT DEPARTMENT

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

**Donald Rust**  
DIRECTOR

### INTEROFFICE MEMORANDUM

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASSISTANT PLANNER**

**RE: OROVILLE DOWNTOWN BUSINESS ASSOCIATION – FEBRUARY 2016 MONTHLY MEETING**

**DATE: FEBRUARY 23, 2016**

The regular meeting of the Oroville Downtown Business Association (ODBA) was held on February 17, 2016, at 8:00 a.m. in the Feather River Senior Center. Items of discussion were as follows:

1. February 1<sup>st</sup> Friday Wine, Beer & Chocolate Walk was a huge success with an estimated 300 plus attendees.
2. Upcoming 1<sup>st</sup> Friday Events
  - a. March Madness – progressive sales with a “Pot of Gold” prize
  - b. April 1<sup>st</sup> – Creeper Races, Car Show, Food truck Vendors and State of the City Address
  - c. May 6<sup>th</sup> – Feather Fiesta Days themed
  - d. June 3<sup>rd</sup> – Taste of Oroville
3. The ODBA has rebranded its self with an updated logo and website [www.orovalledba.com](http://www.orovalledba.com).
4. Farmers Market: In the process of hiring and on-site manager to be available the day of the market to recruit farmers and food trucks. Will open March 16<sup>th</sup>, 2016 and close October 26<sup>th</sup>, 2016. Applications are available on the Chamber website.
5. Discussions of a neighborhood watch for the downtown businesses. Alan Jones to contact Bill LaGrone, Public Safety Director.
6. The Northwest Lineman College has opened an office in downtown Oroville on Bird St. and the ODBA is going to contact them for support with future events and downtown clean-up.
7. March is Women’s History Month and Alberta Tracy invited all of the downtown businesses to participate by selecting a woman who has shaped history in the shop window with a photo and poster board with corresponding history about the woman.
8. Alan Jones expressed that the goal of the ODBA is to be consistent with the 1<sup>st</sup> Friday event and to involve more people in the community to get people downtown.

Respectfully,

Dawn Nevers  
Assistant Planner



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**Donald Rust**  
DIRECTOR

### INTEROFFICE MEMORANDUM

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: DAWN NEVERS, ASSISTANT PLANNER**

**RE: TREE AND VEGETATION AD-HOC COMMITTEE MEETING**

**DATE: FEBRUARY 23, 2016**

The first meeting of the Tree and Vegetation Ad-hoc Committee was held on Friday, February 5, 2016, at 10:00 a.m. Items of discussion were as follows:

1. A round table of introductions followed by discussion from Don Rust, Director, and the committee members discussing the purpose of the committee and the direction going forward.
2. Committee members were provided with sections of the City Ordinance pertaining to trees and vegetation, to review and return on the 19<sup>th</sup> of February with comments and suggestions.
3. Preliminary revisions and suggestions were provided by Wade Atteberry, Public Works Supervisor and Susan Sims, Sims Tree Health Specialists, Inc.
4. Wade Atteberry additionally provided the committee with research of other charter cities fee schedules pertaining to removal permits, etc.

The second meeting of the Tree and Vegetation Ad-hoc Committee was held on Friday, February 19, 2016, at 10:00 a.m. Items of discussion were as follows:

1. A draft (track changes) version of the preliminary revisions and suggestions provided by Wade Atteberry, and Susan Sims, were provided to the committee for discussion.
2. The Committee made it through page one of the ordinances pertaining to tree preservation and tree removal permits with positive discussions and revision suggestions.
3. The committee agreed to meet every other Friday with the next meeting of the Tree & Vegetation Ad-hoc committee to be held on Mach 4, 2016, at 10:00 a.m.

Respectfully,

Dawn Nevers  
Assistant Planner

February 25, 2016

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