"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
Oroville, CA. 95965

MAY 16, 2017
REGULAR MEETING
CLOSED SESSION 5:30 P.M.
OPEN SESSION 6:30 P.M.
AGENDA

CLOSED SESSION (5:30 P.M.)

ROLL CALL

Council Members Berry, Del Rosario, Draper, Hatley, Thomson, Vice Mayor Goodson, Mayor Dahlmeier

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

RECONVENE TO OPEN SESSION

OPEN SESSION (6:30 P.M.)

PLEDGE OF ALLEGIANCE

PROCLAMATION / PRESENTATION

Presentation by ***Jason Schwenkler, California State University, Chico***, relating to the ***Northeast California Connect Broadband Consortium***

Presentation to ***Oroville Fire Department Local 2404*** by ***The Burn Institute***

CONSENT CALENDAR

1. **APPROVAL OF THE MAY 2, 2017 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Community Development Department

2. DONATION OF VARIOUS ITEMS TO THE PIONEER MUSEUM – staff report

The Council may consider acknowledging the receipt of various items donated to the Pioneer Museum as a part of the official collection, and the remaining items to be accepted as part of the interpretive education collection. **(Dawn Nevers, Assistant Planner)**

Council Action Requested: **Acknowledge receipt of various items donated to the Pioneer Museum as a part of the official collection, and the remaining items to be accepted as part of the interpretive education collection, as indicated in the May 16, 2017 staff report.**

Business Assistance & Housing Development Department

3. 2016 HOME RENTAL NEW CONSTRUCTION PROJECT – staff report

The Council may consider accepting the 2016 Home Rental New Construction Project Grant, in the amount of $4,600,000; and may also consider, establishing the budget for project activities.

The Council may consider approving a budget transfer in the amount of $75,000 from the Housing Program Fund to assist with costs of general administration. **(Amy Bergstrand, Management Analyst III)**

Council Action Requested:

1. **Accept the 2016 HOME Rental New Construction Project Grant Agreement No. 16-HOME-10991.**

2. **Approve budget as indicated in the May 16, 2017 staff report.**

4. PROFESSIONAL SERVICES AGREEMENT WITH WAYNE NEAULT CONSTRUCTION, INC. – staff report

The Council will consider a Professional Services Agreement with Wayne Neault Construction, Inc. to perform owner-occupied rehabilitation contractor liaison services for the City of Oroville Housing Rehabilitation Program in the amount of $80.00 per hour, as needed. **(Amy Bergstrand, Management Analyst III)**

Council Action Requested: **Adopt Resolution No. 8602 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WAYNE NEAULT CONSTRUCTION, INC, IN THE AMOUNT OF $80.00 PER HOUR, TO PERFORM OWNER-OCCUPIED REHABILITATION CONTRACTOR LIAISON SERVICES FOR THE CITY OF OROVILLE HOUSING REHABILITATION PROGRAM, AS NEEDED – (Agreement No. 3218).**

5. NATIONAL ENVIRONMENTAL POLICY ACT PREPARATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME RELATING TO THE GRAND AVENUE SIDEWALK PROJECT – staff report

The Council will receive information regarding the utilization of R.L. Hastings and Associates' expertise to assist in the preparation of the National Environmental Policy Act (NEPA) for the Community Development Block Grant (CDBG) Program Income Sidewalk Project located at Grand Avenue between Tuscany Drive and Table Mountain Boulevard, in the amount of $1,500. **(Amy Bergstrand, Management Analyst III)**

Council Action Requested: **None. Informational only.**

Administration Department

6. EMPLOYMENT AGREEMENT WITH RUTH WRIGHT – staff report ***(Continued from May 2, 2017)***

The Council may consider an Employment Agreement with Ruth Wright, to serve as the City's Director of Finance. **(Scott. E. Huber, City Attorney)**

Council Action Requested: **Adopt Resolution No. 8601 – 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 RUTH WRIGHT – (Agreement No. 3093-2).**

7. RESOLUTION IN SUPPORT FOR THE NATIONAL PARK SYSTEM – staff report

The Council may consider a Resolution in support of the National Park System. **(Jamie Hayes, Assistant City Clerk and Donald Rust, Acting City Administrator)**

Council Action Requested: **Adopt Resolution No. 8603– A RESOLUTION OF THE OROVILLE CITY COUNCIL IN SUPPORT FOR THE NATIONAL PARK SYSTEM.**

PUBLIC HEARINGS - None

REGULAR BUSINESS

Community Development Department

8. REIMBURSEMENT AGREEMENT WITH WAL-MART REAL ESTATE BUSINESS TRUST FOR THE CONSTRUCTION OF ADDITIONAL OFFSITE IMPROVEMENTS – staff report

The Council may consider a Reimbursement Agreement with Wal-Mart Real Estate Business Trust for the construction of additional offsite improvements. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Adopt Resolution No. 8604 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A REIMBURSEMENT AGREEMENT WITH WAL-MART REAL ESTATE BUSINESS TRUST FOR THE CONSTRUCTION OF ADDITIONAL OFFSITE IMPROVEMENTS – (Agreement No. 3219).**

Business Assistance & Housing Development Department

9. SUBMITTAL OF NEW PROOF OF DESIGNATION LETTER TO CALRECYCLE – staff report ***(Continued from May 2, 2017)***

The Council may consider authorizing the Mayor to sign a new Proof of Designation letter, Form 184, for the California Department of Resources Recycling and Recovery for electronic waste collected by Recology under their Waste Collection and Disposal Franchise Agreement. **(Rick Farley, Enterprise Zone & Business Assistance Coordinator)**

Council Action Requested: **Authorize the Mayor to sign a new Proof of Designation letter, Form 184, for the California Department of Resources Recycling and Recovery for electronic waste collected by Recology under their Waste Collection and Disposal Franchise Agreement.**

Administration Department

10. APPLICATIONS FOR FEDERAL AND STATE ASSISTANCE THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY – staff report

The Council may acknowledge the submission of applications to the Federal Emergency Management Agency (FEMA) and California Operations of Emergency Services (Cal-OES) for federal and state assistance relating to the Oroville Dam Spillway incident and winter storms. In addition, the Council may also consider authorizing the Acting City Administrator to execute the remaining applications and forms to FEMA and Cal-OES relating to the Oroville Dam Spillway incident and winter storms. **(Donald Rust, Acting City Administrator)**

Council Action Requested:

1. **Acknowledge the submission of applications to the Federal Emergency Management Agency and California Operations of Emergency Services (Cal-OES) for federal and state assistance relating to the Oroville Dam Spillway incident and winter storms.**

2. **Authorize the Acting City Administrator to execute the remaining applications and forms to FEMA and Cal-OES relating to the Oroville Dam Spillway incident and winter storms.**

11. OROVILLE AIRPORT GROUND LEASE AGREEMENT WITH NLC CA, INC. DBA: NORTHWEST LINEMAN COLLEGE- FACILITIES EXPANSION – staff report

The Council may consider an Airport Ground Lease Agreement with NLC CA, Inc. dba: Northwest Lineman College, for an expansion of their existing facilities. **(Donald Rust, Acting City Administrator)**

Council Action Requested: **Adopt Resolution No. 8605 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AIRPORT GROUND LEASE AGREEMENT WITH NLC CA, INC. DBA: NORTHWEST LINEMAN COLLEGE, FOR AN EXPANSION OF THEIR FACILITIES – (Agreement No. 3220).**

12. POTENTIAL NEW LOCATION FOR SALMON SCULPTURES – staff report ***(Continued from January 17, 2017)***

The Council may consider a potential new location for the State Highway 70 and Montgomery Street Metal Salmon Sculptures. **(Bob Marciniak, Program Specialist and Donald Rust, Acting City Administrator)**

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

13. APPOINTMENTS TO THE OROVILLE ARTS COMMISSION – staff report

The Council may consider appointing a qualified applicant to the City of Oroville Arts Commission for a four-year term, ending June 30, 2021. In addition, the Council may also consider the reappointment of Sarah Britton to the Oroville Arts Commission for an additional four-year term, ending June 30, 2021. **(Jamie Hayes, Assistant City Clerk)**

Council Action Requested:

1. **Appoint a qualified applicant to serve on the City of Oroville's Arts Commission for a four-year term, ending June 30, 2021.**

2. **Reappoint Sarah Britton to serve on the City of Oroville's Arts Commission for a four-year term, ending June 30, 2021.**

14. EMERGENCY OPERATIONS CENTER TRAINING – staff report

The Council may consider participating in Emergency Operations Center training, hosted by California Water Service Company, on June 22, 2017, in conjunction with other regional agencies. **(Donald Rust, Action City Administrator)**

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

15. LETTER TO CONGRESSMAN DOUG LAMALFA REGARDING THE OROVILLE DAM SPILLWAY INCIDENT – staff report

The Council may consider sending a letter to Congressman Doug LaMalfa regarding the Oroville Dam Spillway incident. **(Donald Rust, Acting City Administrator)**

Council Action Requested: **Authorize staff to send a letter to Congressman Doug LaMalfa regarding the Oroville Dam Spillway incident.**

16. LETTER OF SUPPORT REGARDING THE ESTABLISHMENT OF A BUTTE COUNTY FIRE PROTECTION DISTRICT – staff report

The Council may consider a letter of support regarding the establishment of a Butte County Fire Protection District to provide fire protection services for the unincorporated areas of Butte County, and potential the City of Oroville. **(Donald Rust, Acting City Administrator)**

Council Action Requested:

1. **Authorize the Mayor to sign a letter of support regarding the proposed establishment of a Butte County Fire Protection District.**

2. **Authorize the contribution of $4,000 from the Community Development & Public Works and Public Safety departmental budgets to participate in the Butte Local Agency Formation Commission's procedures.**

17. RESCINDING OF CITY OF OROVILLE RESOLUTION NO. 6741 PREVIOUSLY APPROVED ON JULY 18, 2006 – staff report

The Council may consider potentially rescinding Resolution No. 6741 regarding the Standard Agreement with the California Department of Water Resources and any amendments related to the re-licensing of Oroville Project 2100 (Lake Oroville). If approved, the rescission will be effective going forward and will not nullify prior actions that have been taken. **(Bob Marciniak, SPF Program Specialist and Donald Rust, Acting City Administrator)**

Council Action Requested:

1. **Adopt Resolution No. 8606 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE RESCINDING OF CITY OF OROVILLE RESOLUTION NO 6741 PREVIOUSLY APPROVED ON JULY 18, 2006.**

(or)

2. **Provide direction, as necessary.**

18. MONTHLY FINANCIAL REPORT AND REPORT OF INVESTMENTS FOR APRIL 2017 – report attached

The Council will receive a copy of the April 2017 Monthly Financial Report and Report of Investments. **(Ruth Wright, Director of Finance)**

Council Action Requested: **Acknowledge receipt of the April 2017 Monthly Financial Report and Report of Investments.**

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

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

CORRESPONDENCE

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association and Oroville Management and Confidential Association.

2. Pursuant to Government Code Section 54957(b), the Council will meet with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance and employment related to the following position: Director of Finance.

3. Pursuant to Government Code section 54956.9(d)(4), the Council will meet with Acting City Administrator and City Attorney regarding potential initiation of litigation – one case (related to the Oroville Dam Spillway incident).

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 1026 Safford Street, Oroville, CA.

ADJOURNMENT

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on Tuesday, June 6, 2017, at 5:30 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
MAY 2, 2017 – 4:30 P.M.

The agenda for the May 2, 2017, regular meeting of the Oroville City Council was posted on the bulletin board at the front of City Hall and on the City of Oroville's website located at www.cityoforoville.org on Thursday, April 27, 2017, at 11:30 a.m.

The May 2, 2017 regular meeting of the Oroville City Council was called to order by Mayor Dahlmeier at 4:35 p.m.

ROLL CALL

Present: Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier
Absent: Council Member Thomson

Staff Present:

Donald Rust, Assistant City Administrator
Bill LaGrone, Director of Public Safety
Dave Ritchie, Acting City Attorney
Gil Zarate, Police Lieutenant
Dawn Nevers, Assistant Planner
Ruth Wright, Director of Finance
Karolyn Fairbanks, Treasurer
Jamie Hayes, Assistant City Clerk
Liz Ehrenstrom, Human Resource Manager

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Dahlmeier.

PROCLAMATION / PRESENTATION

Vice Mayor Goodson presented to a representative of Youth for Change with a Proclamation recognizing May 2017 as Mental Health Awareness Month.

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

CONSENT CALENDAR

A motion was made by Council Member Hatley, seconded by Council Member Del Rosario, to approve the following Consent Calendar, with exception to item No. 2 and 5:

1. **APPROVAL OF THE APRIL 18, 2017 REGULAR MEETING OF THE OROVILLE CITY COUNCIL** – minutes attached

Business Assistance & Housing Development Department

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

Community Development Department

3. LETTER OF SUPPORT FOR ASSEMBLY BILL 1270: DAM SAFETY – staff report

The Council considered sending a letter of support to Assemblyman James Gallagher for Assembly Bill 1270 regarding dam safety. **(Donald Rust, Director of Community Development)**

Council Action Requested: **Send a letter of support to Assemblyman James Gallagher for Assembly Bill 1270 regarding dam safety.**

4. LETTER OF SUPPORT FOR GRANT FUNDING TO DEVELOP THE SUSTAINABLE GROUNDWATER MANAGEMENT PLAN FOR THE EAST BUTTE AND WYANDOTTE CREEK SUB-BASINS – staff report

The Council considered approving two letters of support for grant funding to develop the Sustainable Groundwater Management Plan for the East Butte and Upper Wyandotte Creek Sub-Basins. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Council Action Requested: **Approve the two letters of support for the cooperative approach to obtain Prop 1 funding for the planning effort of the Sustainable Groundwater Management Plan for the East Butte and Wyandotte Creek Sub-Basins.**

Administration Department

5. 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, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	Council Member Thomson

ITEMS REMOVED FROM THE CONSENT CALENDAR

Business Assistance & Housing Development Department

2. SUBMITTAL OF NEW PROOF OF DESIGNATION LETTER TO CALRECYCLE – staff report

The Council considered authorizing the Mayor to sign a new Proof of Designation letter, Form 184, for the California Department of Resources Recycling and Recovery for electronic

waste collected by Recology under their Waste Collection and Disposal Franchise Agreement. **(Rick Farley, Enterprise Zone & Business Assistance Coordinator)**

This item was removed from the Consent Calendar at the request of Council Member Del Rosario for questions and comments.

Following discussion, this item was continued to the May 16, 2017 regular City Council meeting for further consideration, therefore; no action was taken on the following:

Authorize the Mayor to sign a new Proof of Designation letter, Form 184, for the California Department of Resources Recycling and Recovery for electronic waste collected by Recology under their Waste Collection and Disposal Franchise Agreement.

Administration Department

5. EMPLOYMENT AGREEMENT WITH RUTH WRIGHT – staff report

The Council may consider an Employment Agreement with Ruth Wright, to serve as the City's Director of Finance. **(Scott. E. Huber, City Attorney)**

This item was removed from the Consent Calendar at the request of Donald Rust, Acting City Administrator, to be continued to the May 16, 2017 regular meeting of the Oroville City Council, therefore; no action was taken on the following:

Council Action Requested: **Adopt Resolution No. 8601 – 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 RUTH WRIGHT – (Agreement No. 3093-2).**

PUBLIC HEARINGS - None

REGULAR BUSINESS

Community Development Department

6. ZONING CHANGE 17-01: EXPANSION OF EXISTING MEDICAL MARIJUANA LAND USE REGULATIONS TO APPLY TO RECREATIONAL AND MEDICAL MARIJUANA (*2ND Reading*) – staff report

The Council considered an amendment to Title 17 of the Oroville Municipal Code (Zoning Ordinance) to expand the existing land use regulations regarding medical marijuana to apply to recreational and medical marijuana. **(Donald Rust, Director of Community Development)**

A motion was made by Council Member Berry, seconded by Council Member Goodson, to:

Waive the second reading, and adopt by title only, Ordinance No. 1821 – AN ORDINANCE OF THE OROVILLE CITY COUNCIL ADOPTING AMENDMENTS TO TITLE 17 OF THE OROVILLE MUNICIPAL CODE EXPANDING EXISTING LAND USE

REGULATIONS REGARDING MEDICAL MARIJUANA TO APPLY TO RECREATIONAL AND MEDICAL MARIJUANA.

The motion was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	Council Member Thomson

7. PARTICIPATION IN THE BLUE STAR MUSEUM PROGRAM AND ADDITIONAL MUSEUM INFORMATION – staff report

The Council considered re-registering participating in the Blue Star Museum Program. **(Dawn Nevers, Assistant Planner and Donald Rust, Director of Community Development)**

Following discussion, a motion was made by Vice Mayor Goodson, seconded by Council Member Draper, to:

1. **Approve the City's continued participation in the Blue Star Museum Program as a public benefit to honor military personnel and their families.**

2. **Approve discounts on museum entry fees for high school students with a valid ID from $3.00 down to $2.00 at all City museums.**

3. **Approve donation only entry fees for ladies on Thursdays, and half price ($1.50) for seniors on Tuesdays, at Bolt's Antique Tool Museum.**

The motion was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	Council Member Thomson

<u>Administration Department</u>

8. REQUEST TO SCHEDULE DATES FOR CITY COUNCIL WORKSHOPS – staff report

The Council considered setting dates for two City Council workshops relating to the City's 2017/2018 Fiscal Year budget and City Hall 101. **(Donald Rust, Acting City Administrator)**

Following discussion, the Council directed staff to schedule the following dates:

1. **City Budget Meeting Workshop to be held on Monday, May 22, 2017 at 4:00 p.m.**

2. City Hall 101 Workshop to be held on Tuesday, June 13, 2017 at 1:00 p.m.

Public Safety Department

9. AUTHORIZATION FOR EXPENDITURE FOR REPAIR OF PATROL VEHICLE IN EXCESS OF SPENDING LIMIT – staff report

The Council considered approving an expenditure in excess of the authorized spending limit by a Department Head for a patrol vehicle repair. **(Bill LaGrone, Director of Public Safety)**

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

Authorize the repair of the Police patrol vehicle by Pioneer Collision Center, in an amount not to exceed $16,000.

The motion was passed by the following vote:

Ayes:	Council Members Berry, Del Rosario, Draper, Hatley, Vice Mayor Goodson, Mayor Dahlmeier
Noes:	None
Abstain:	None
Absent:	Council Member Thomson

COUNCIL ANNOUNCEMENTS/COMMITTEE REPORTS

Vice Mayor Goodson and Council Member Draper reported their attendance to the special meeting of the State Senate Natural Resources and Water Committee on April 25, 2017.

Council Member Draper reported her attendance to the April 27, 2017 Butte County Water Advisory Meeting. In addition, Council Member Draper also reported her attendance to the April 28, 2017 Bolt Antique Tool Museum Presentation.

Council Member Berry reported his attendance to the PAIN Street Neighborhood Watch meeting held on April 27, 2017.

Council Member Del Rosario reported her attendance to the April 27, 2017 Butte County Air Quality Management meeting, as well as

CITY ADMINISTRATOR/ ADMINISTRATION REPORTS

Ruth Wright, Director of Finance, reported that the Finance Department had recently filled the vacant positions within the City's Finance Department.

CORRESPONDENCE - None

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

Mayor Dahlmeier reported the passing of Hal Dahlmeier, a lifelong resident of Oroville.

George Barber, new General Manager of the Oroville Branch of the California Water Service Company, introduced himself to the Council.

CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council met with Labor Negotiators and City Attorney to discuss labor negotiations for the following represented groups: Oroville City Employees Association, Oroville Police Officers' Association – Sworn and Non-Sworn, Oroville Firefighters' Association, and Oroville Management and Confidential Association.

2. Pursuant to Government Code Section 54957(b), the Council met with Acting City Administrator, Personnel Officer, and City Attorney to consider the evaluation of performance and employment related to the following position: Director of Finance.

3. Pursuant to Government Code section 54956.9(a), the Council met with the Acting City Administrator, and the City Attorney relating to existing litigation: WGS Dental, et al., v. City of Oroville, et al., Butte County Superior Court, Case No. 152036, Third District Court of Appeals, Case No. C 077181.

4. Pursuant to Government Code section 54956.9(d)(4), the Council met with the Acting City Administrator and City Attorney regarding potential initiation of 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 7:30 p.m. A regular meeting of the Oroville City Council will be held on Tuesday, May 16, 2017, at 5:30 p.m.

Donald Rust, Acting City Clerk

Linda L. Dahlmeier, Mayor

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **DAWN NEVERS, ASSISTANT PLANNER**
COMMUNITY DEVELOPMENT DEPARTMENT

RE: **DONATION OF VARIOUS ITEMS TO THE PIONEER MUSEUM**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider acknowledging the receipt of various items donated to the Pioneer Museum as a part of the official collection, and the remaining items to be accepted as part of the interpretive education collection.

DISCUSSION

The City recently received a donation of various items from Ellen Foster Smith, daughter of Patricia Foster. The items consist of books, photos, guides, a painting of the Bidwell Bar Bridge prior to the building of the Oroville Dam, a quilt with hand embroidered squares of Oroville landmarks, along with other items. Many of the items are in compliance with *Parks Commission Policies & Procedures, No. 28:*

> *<u>Section 2</u> The appropriate time period should be limited to the Nineteenth Century (1800-1899) with the exception of Early Twentieth Century (1900-1945) of historically significant aspects that define the unique character and development of the Butte County / Oroville area*.

However, some of the items are not in compliance with *Parks Commission Policies & Procedures, No. 28 section 2* but do fall under:

> *<u>Section 4</u> Items which do not fall into the above categories, or reproductions of items that fit the above, that would be suitable for interpretive display or use, or would augment displays may be accepted for the Pioneer interpretive education collection may become worn out, damaged or even destroyed while being used for interpretive programs. These items are not expected to become permanent collection pieces.*

On April 10, 2017, the Park Commission approved and recommended further approval by the City Council to accept various items to the Pioneer Museum as a part of the official collection and the remaining items to be accepted as part of interpretive education collection.

FISCAL IMPACT

Regular staff time to process the donated items as part of the donation procedures.

RECOMMENDATION

Acknowledge receipt of various items donated to the Pioneer Museum as a part of the official collection, and the remaining items to be accepted as part of the interpretive education collection, as indicated in the May 16, 2017 staff report.

ATTACHMENTS

A - Photos of donated items
B - Temporary Receipt
C - Donation Object History Form
D - Deed of Gift

LAST COUNTRY
Oroville Feather Fiesta Days
California

MEMORIES OF A GOLD DIGGER
SINGING GOLD
Songs and Verses
Early California

ELB

BIDWELL BAR BRIDGE

THE LOTT HOME
OROVILLE
CALIFORNIA

WELLS FARGO
1850
and
BLACK BART
HP

CITY OF OROVILLE Museums
DEPARTMENT OF PARKS AND TREES
TEMPORARY RECEIPT

Tracking Number: _____

Accession Number: _____
(Permanently assigned upon approval of donation)

The following object(s) are submitted to the City of Oroville Parks Commission for consideration of donation to the collection of Pat Foster. Evaluation will be made with consideration of the relevance of the object(s) to the Scope of Collections policy statement and acquisitions criteria of Pioneer Museum. The Parks Commission cannot guarantee that any objects by donation will be displayed or exhibited in the museum. No employee of the City of Oroville can undertake to appraise or attach a value to any object.

Received from: Ellen Fostersmith Phone: (510) 917-4128

Address: 859 Videll Str. City/Zip: San Lorenzo 94580

Description of Item(s) (continue on back):
Books, Magazines, newspapers (Diggin's) and other memorabilia relevent to the history of Oroville & California. Also a painting by E. Alex Murray of Bidwell Bar Bridge prior to building of the Oroville Dam.

It is understood that the above object(s) are on temporary loan to the Oroville Parks Commission for purposes of evaluation. In the event that the Commission does not accept this object(s) the object(s) must be removed from the Museum within 30 days of notification. Any object not removed by this deadline shall automatically become the property of the City of Oroville and shall be subject to disposal.

Final acceptance or rejection of this gift will be made at the next meeting of the Oroville Parks Commission, on _____.

The Museum shall exercise the same care with respect to the object(s) covered by this receipt as it does with respect to its own property of similar kind or nature, **however**, object(s) left for consideration to the collection are left at your own risk.

The object(s) will be returned to the donor/authorized agent, upon surrender and signature of this receipt. If object(s) are not accepted into the collection of the Museum, do you want the object(s) returned?

☐ **YES**, return the object(s) ☒ **NO**, do not return the object(s). Disposition to be appropriate.

I have read and agreed to the conditions stated:

Donor: Ellen Fostersmith for Pat Foster Date: July 26, 2016

Received by: _____ Date: _____

Form Rev. 7-16

Donation Object History Form (2 pages)

Please gather as much of the following information as possible. This needs to be done when the object is first received. This information is valuable in determining the significance and the proper interpretation of the object. It will also assist in justifying why the gift should be accepted or denied. Please take the time to be as thorough as possible. Attach extra sheets of paper is necessary.

Without this information, the object is just an interesting object. With this information, the object provides a link to our past, making it come alive.

Donor Name: Ellen Fostersmith for Pat Foster Phone: (510) 917-4128

Address: 859 Videll St. City: San Lorenzo State: CA Zip: 94580

Object Name: Books, magazines (Diggin's), newspapers + other memorabilia + Alex Marjoy paintings Bidwell Bar Bridge

This box to be filled out by Museum Staff
Accession Number: _____ Catalog Number: _____

1. How did the object come into their possession? Was it:

A. In the family?

I. What was the family name? Foster and Biffle

II. What was the family relationship to the donor? Foster - mother, Biffle grandmother

III. Where did the family live?

Oroville

IV. What did the family do? (Business, occupation, etc.)

Biffle - retired form LA Police dept. mom + grandmother homemakers

B. Purchased?

I. From whom?

II. Where? _____ When? _____

III. How much was paid? _____

IV. Why was it purchased? (Gift, everyday use, collectors item, etc.)

C. Given to donor?

I. When? _____ Where? _____

II. By whom? _____

III. What was the relationship to the donor?

IV. Why was it given?

D. Found?

I. When? _____ Where? _____

II. Any unusual circumstances surrounding the find?

2. Use of the object:

a. How was the object used? (Describe action: ex. "John held it in his left hand and pumped it with his foot.")

b. Who used or wore the object?

c. When was it used? (Every day/ holidays/ in the winter, spring, etc/ during a certain time period/ for a certain situation)

d. Where was it used? (Exact locations - In kitchen/ in barn/ in California)

e. What did its use signify?

f. Why has this object survived or been saved?

3. Manufacture of the object:

a. Who made it?

b. When was it made?_____ c. Where was it made?_____

d. Why was it made?

e. How does it / did it work?

f. Who altered or repaired it?

g. When was it altered or repaired? Where?

h. Why was it altered or repaired?

4. Are there any photographs of the object?

a. Showing use of location?

b. Related photos or people or places?

5. Are there any interesting stories connected with the object? (Please attached separate paper if necessary)

6. Is the object associated with any person, site, event, or industry in: (Attach paper if necessary)

a. Oroville History

b. Butte County History

c. California History

d. United States History

e. World History

City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Accession Number: _____
(Permanently assigned upon approval of donation)

Donor: Ellen Fostersmith for Pat Foster Phone: (510) 917-4128

Address: 859 Videll Str. San Lorenzo, CA 94580

I do hereby give and convey to the City of Oroville, without limiting conditions, the following item(s): Books, magazines, newspapers (Diggin's), and other memorabilia relevant to the history of Oroville + California. Including an oil painting by E. Alex Murray of Bidwell Bar Bridge prior to construction of Oroville Dam

Description of Item(s): (continue on back)

Acceptance of gift(s) is subject to the following conditions:

1. The object(s) accepted shall become the permanent property of the City of Oroville. As such object(s) may be subject to conservation treatments, study and/or disposal.

2. This gift shall be subject to no restrictions or conditions.

3. Due to limited space and changing exhibitions, the exhibition of any object is entirely at the discretion of museum staff.

4. Object(s) may be photographed or otherwise reproduced, exhibited or studied.

5. Evaluation by a commercial appraiser for income tax purposes is the responsibility of the donor. Values assigned by museum staff are not valid for this purpose.

I do hereby declare that I am the lawful owner of the above listed object(s) and/or have legal authority to make this gift, and that I have read and am familiar with the provisions of this Deed.

Signature of Donor Ellen C. Fostersmith Date 26 July 2016

Accepted by _____ Date _____

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, MANAGEMENT ANALYST III**
BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

RE: **2016 HOME RENTAL NEW CONSTRUCTION PROJECT**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider accepting the 2016 Home Rental New Construction Project Grant, in the amount of $4,600,000; and may also consider, establishing the budget for project activities.

The Council may consider approving a budget transfer in the amount of $75,000 from the Housing Program Fund to assist with costs for general administration.

DISCUSSION

The City of Oroville applied to the State Department of Housing and Community Development, and was subsequently awarded funding from the 2016 HOME Rental New Construction Project activities, standard agreements are in the process of being fully executed.

The City needs to establish a budget for HOME Project Grant activities. Funding is available through HOME (Federal) Project funds equaling $4,600,000, and $75,000 in Housing Program Funds, to supplement administrative activities.

The $4,600,000 in the HOME Rental New Construction Project Grant Application was designed to provide permanent financing for the 52-unit, multi-family Sierra Heights Apartments, which will provide affordable housing to low and lower income seniors.

The property will offer low cost housing to qualified seniors with spacious one bedroom units ranging in size from 653-765 sq. ft. The two bedroom units will be 883 sq. ft. and will be ideal for couples and single residents with a caretaker. Rental rates for one bedroom units will range from $270-$537 and for two bedroom units rent will range from $322-$707.

On July 7, 2015, council approved a loan in the amount of $660,000 of Housing Program Funds to assist Willow Partners, LLC with the development of Sierra Heights Apartments. This loan will ensure at least 3-6 units will be allocated to extremely low and/or very income seniors. This allocation will also assist the City with compliance with legal and policy constraints imposed by SB341, which regulates how such capital may

be invested.

FISCAL IMPACT

Following is the proposed line item budgets for the above referenced grant:

2016 Home Allocation 16-HOME-10991

1. General Administration

Fund 222
Project HOME16GA

Resources:	
4490 Home Federal Grant Funds	$ 50,000
4920 Housing Program Fund	$ 25,000
	$ 75,000
Expenses:	
5000 Salaries	$ 37,000
6250 Vehicle Expenses	$ 2,500
6270 Office Supplies/Stores	$ 6,000
6340 Other Expenses	$ 2,500
6360 Outside Services	$ 20,000
6510 Travel/Meetings	$ 2,000
6000 Advertising	$ 5,000
	$ 75,000

2. Administration/Activity Delivery—HOME Loan, Multi-Family Rental Project

Home Fund 222
Project HOME16AD (Home—Multi-Family Family Rental Project)

Resources:	
4490 Home Federal Grant Revenue	$4,550,000
4920 Housing Program Fund	$ 50,000
	$4,600,000
Expenses:	
5000 Salaries	$ 45,000
6270 Office Supplies/Stores	$ 2,000
6340 Other Expenses	$ 1,500
6360 Outside Services	$ 50,000
6510 Travel/Meetings	$ 1,000
7010 Loans	$4,550,000
8452 Office Equipment	$ 500
	$4,600,000
Total Expenses	$4,675,000

7011-9000-1418910 – Grant Match Transfer Out	$ 75,000
7021-4920-HOME15GA- Grant Match Transfer In	<$ 25,000>
7021-4920-HOME16AD – Grant Match Transfer In	<$ 50,000>

RECOMMENDATIONS

1. Accept the 2016 HOME Rental New Construction Project Grant Agreement No. 16-HOME-10991.

2. Approve budget as indicated in the fiscal impact of this report, dated May 16, 2017.

ATTACHMENT

A - Sierra Heights Project Summary

Sierra Heights Project Summary

The Sierra Heights Senior Apartments are designed to offer quality affordable housing for seniors while overlooking the historic mining town of Oroville, California. Located on a rise adjacent to the hospital, Sierra Heights will be laid out on a 6.35-acre site on the corner of Executive Parkway and Hillview Ridge Lane. As Hillview Ridge winds up the slope, the property will offer three sets of buildings, each with its own parking area and unique floor plans. The site will be professionally landscaped and encourage relaxation and comfort for the residents.

The property will cost approximately $10,500,000 to develop. The funding will include equity from the sale of tax credits, along with deferred developer fees, tax exempt bond financing and federal HOME funds. We are applying for HOME funds, in the amount of $4,600,000, which would be funded to the City of Oroville. The HOME program is an open competition with other communities throughout the State of California. If the funds are granted, they will be used for the construction of the Sierra Heights Apartments and to fund the administrative costs associated with the City of Oroville.

The first set of apartments, as Hillview climbs, will be composed of 19 units and will include a 735 sq. ft community building for resident activities and social events. This first building group will have its own parking area for easy resident access and the building will include an elevator.

The second group of buildings further up the slope will offer 15 apartment units and will also include an elevator for easy access to the second floors. The third building group will be located on the top of the ridge and will offer 18 apartment units and will include a 1,936 sq. ft. community space. The community building will include rental offices, a full kitchen adjacent to a large meeting room/living space and a computer learning center. Above the community building will be the onsite manager's apartment unit. The community building will be at the center of the property activities and will overlook the beautifully hardscaped pool area that the apartments will surround. Movie nights and holiday get togethers, along with educational activities will be held at the community center. The community room will also be made available to residents for private parties and gatherings.

The property will offer low cost housing to qualified residents with spacious one bedroom units ranging in size from 653 – 765 sq. ft. The two bedroom units will be 883 sq. ft. and will be ideal for couples and single residents with a caretaker. Rental rates for the one bedroom units will range from $270-0$537 and the two bedroom units will range from $322 - $707.

All the apartments will be designed with an open floor plan and offer high quality tile flooring in the kitchens, living rooms, bathrooms and hallways, and bedrooms will be carpeted. Bedrooms will include walk-in closets and each unit will have a patio or balcony for private open space.

Willow Partners is proud to propose the Sierra Heights Apartments designed to offer all the amenities of upscale market rate housing without the high cost. The seniors of Oroville will be the beneficiaries of this unique senior community.

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, MANAGEMENT ANALYST III, BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT**

RE: **PROFESSIONAL SERVICES AGREEMENT WITH WAYNE NEAULT CONSTRUCTION, INC.**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider a Professional Services Agreement with Wayne Neault Construction, Inc. to perform owner-occupied rehabilitation contractor liaison services for the City of Oroville Housing Rehabilitation Program in the amount of $80.00 per hour, as needed.

DISCUSSION

The City has been unable to assist Housing Rehabilitation applicants since a previous Business Assistance and Housing Development Department employee moved on to another jurisdiction. The following is an example of the types of services that the Contractor Liaison would provide:

- Conduct project evaluation of applicant's property
- Prepare Work Write-up
- Conduct Bid Walk-Thru
- Conduct and attend Bid Opening
- Perform as liaison to work with selected general contractor, homeowner and city staff
- Conduct Progress Payment Inspections
- Submit Progress Payment Requests to Housing staff for processing
- Obtain Permits
- Schedule necessary inspections (order Termite and Lead based paint inspections, city inspections)
- Ensure all projects comply with current California Building Code Requirements
- Sign off on project Completion
- Other Services, as needed.

A Request for Proposal was published on December 10, 2017, and December 17, 2017, requesting proposals from local licensed general contractors to assist the City as a liaison between the City, Borrower and Contractor by providing owner-occupied rehabilitation contractor liaison services. The city received four (4) responses as follows:

- Wayne Neault Construction Inc. - $75.00 per hour. (due to the length in time it took for staff to decide, the fee was increased to $80.00 per hour.
- Joseph Goitia –$85 per hour.
- Walter Stahl-The Stahl Companies –$90 per hour.
- REM Construction Inc - $120 per hour.

Based on the Statement of Qualifications and price, staff selected Wayne Neault Construction Inc. as their first choice for the contracted 'Liaison". Staff is seeking authorization from Council to enter into an agreement with Wayne Neault Construction Inc., to be referred to as Liaison, for a period of two (2) years. Contracting with a Liaison for a period of two years will ensure the City's Owner-Occupied Rehabilitation Program may continue to service the targeted population.

FISCAL IMPACT

Funding will be provided from Community Development Block Grant (CDBG) 14-CDBG-9893 Account No. 7031-8702 and CDBG Program Income Account No. 7071-8702.

RECOMMENDATIONS

Adopt Resolution No. 8602 -- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WAYNE NEAULT CONSTRUCTION INC. IN THE AMOUNT OF $80.00 PER HOUR, TO PROVIDE REHABILITATION CONTRACTOR LIAISON SERVICES FOR THE OWNER-OCCUPIED REHABILITATION PROGRAM, AS NEEDED - (Agreement No. 3218).

ATTACHMENTS

A - Resolution No. 8602
B - Agreement No. 3218

CITY OF OROVILLE
RESOLUTION NO. 8602

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WAYNE NEAULT CONSTRUCTION INC. IN THE AMOUNT OF $80.00 PER HOUR, TO PROVIDE REHABILITATION CONTRACTOR LIAISON SERVICES FOR THE OWNER-OCCUPIED REHABILITATION PROGRAM, AS NEEDED

(Agreement No. 3218)

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

1. The Mayor is hereby authorized and directed to execute a professional agreement with Wayne Neault Construction Inc. to provide owner-occupied rehabilitation contractor liaison services. A copy of the agreement is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on May 16, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

AGREEMENT FOR REHAB CONSTRACTOR LIAISON SERVICES

This Agreement is made and entered into as of May 16, 2017, by and between the **City of Oroville** ("City") and **Wayne Neault Construction, Inc.** ("Consultant").

RECITALS

1. Consultant is specially trained, experienced and competent in various trades to serve as "Rehab Contractor Liaison" for the City of Oroville's Owner-occupied Rehabilitation Program. Consultant possesses the skills, experience, ability, license, background and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
2. City desires to retain Consultant to render professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following types of services in a professional manner:

- Conduct project evaluation of property
- Prepare work write-up
- Conduct bid walk-thru
- Conduct and attend bid opening
- Perform as a Liaison to work with the selected general contractor, homeowner and City staff.
- Conduct Progress Payment inspections
- Submit Progress Payment Requests to Housing staff on behalf of the selected contractor
- Obtain permits
- Order termite and lead based paint inspections/reports

- Ensure all projects comply with current California Building Code
- Sign off on project Completion
- Schedule inspections with City Building Department, as required
- Sign off on project completion
- Other services, as needed.

2. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until May 17, 2019.

3. Compensation. Compensation to be paid to Consultant shall be $80.00 per hour, or on a pre-determined fee for certain jobs. In no event shall Consultant's compensation exceed the amount of $50,000 for the period of this agreement without additional written authorization from the City. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall submit billings every two weeks to City describing the work performed during the preceding two weeks while on a project, or consultant may submit one request for payment when the project is complete. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

5. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be

necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

6. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

7. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

X Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is

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

X Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other

similar medium without the prior written consent of City.

8. Consultant's Books and Records.

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

2. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum of four (4) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

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

that the records and documents be maintained by City Hall.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

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

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

Consultant is not a designated employee within the meaning of the Political

Reform Act because Consultant:

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and

2. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be under the supervision of Department of Business Assistance/Housing Development in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

14. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.

15. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

16. Insurance Requirements.

Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: **Donald Rust, Acting City Administrator**
c/o Amy Bergstrand
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897

If to Consultant: **Wayne Neault Construction, Inc.**
106 East 12th St., Suite C
Marysville CA 95901

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or

otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

23. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

By: _____
Linda L. Dahlmeier, Mayor

Wayne Neault Construction, Inc.

By:_____

Title: Independent Contractor

Business License #: 653087

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

ATTEST:

By:_____
Donald Rust, Acting City Clerk

Attachments: Exhibit A – CDBG Rehabilitation Program Guidelines
Exhibit B -- Insurance Requirements

EXHIBIT - A

COMMUNITY DEVELOPMENT BLOCK GRANT HOUSING REHABILITATION/MINOR HOME REPAIR PROGRAM GUIDELINES

HOUSING REHABILITAITON PROGRAM PURPOSE

1.01 INTRODUCTION

The City of Oroville Housing Rehabilitation Program has been established to improve the housing for low and moderate income households (LMH) in a manner that conserves the exiting housing stock and contributes to neighborhood revitalization and preservation.

* See Attachment "A" for the Minor Home Repair Grant portion of the Program Guidelines.

* See Attachment "B" for the Water/Sewer Lateral Program "stand-alone" portion of the Program Guidelines

1.02 PROGRAM OBJECTIVES

The City of Oroville's Housing Rehabilitation Program is designed to:

A. Improve neighborhoods and expand the supply of decent, safe, and sanitary housing.

B. Expand employment opportunities for jobless and underemployed low-income persons.

C. Provide an environment for the social and economic growth and well-being of all inhabitants and property owners in the City of Oroville.

1.03 ADMINISTRATIVE OBJECTIVE

The City of Oroville's Housing Rehabilitation Program will be administered by the Business Assistance/Housing Development Department (Housing) and will:

A. Support the program objective of improving neighborhoods through a housing rehabilitation loan program.

B. Offer options to home owners for improving their property, doing it within their means, thus, indirectly affecting overall improvements that stimulate conventional private sector financial participation in the area.

C. Produce a revolving loan fund as an economically-sound and cost-effective rehabilitation strategy. Utilize the existing fiduciary and socio-technical capacity of the City and offer the lowest costs to the participating public.

1.04 LEGAL AUTHORITY

The City of Oroville's Housing Rehabilitation Loan Program guidelines are consistent with funding requirements stipulated by the United States Department of Housing and Urban Development Act of 1974, Title 24, Chapter V, Part 570, and action taken pursuant to State of California Health and Safety Code Section 34317.

1.05 PROGRAM AUTHORIZATION

The City Administrator is authorized to execute loan documents and agreements on behalf of the City of Oroville pertaining to the operation of the City's Housing Rehabilitation Program operation.

1.06 GUIDELINE DEVIATIONS

Deviations from these Program Guidelines can only be made with approval of the Loan Advisory Committee and/or City Council.

ELIGIBILITY REQUIREMENTS

2.01 GENERAL CONFLICT OF INTEREST:

No member of the City Council or other official, employee or agent of the City Government who exercises policy, decision making functions, or responsibilities in connection with the planning and implementation of the City of Oroville's Housing Rehabilitation Program will directly or indirectly be eligible for financial assistance under this program. This prohibition will continue for one (1) year following the termination of the individual's relationship with the City.

2.02 APPLICANT ELIGIBILITY CRITERIA:

A. An owner may be eligible to participate in the program, upon producing evidence of fee simple or equitable title to the property under consideration.

B. To be eligible for a loan the property owner must not own other properties.

C. Owner must have owned and resided on the property for six months prior to applying for a loan.

D. Gross family income will include the incomes of all permanent adult members of the household who can reasonably be expected to continue as members of the household for a substantial portion of the term of the loan and whose income is contributed in substantial part toward maintenance of the household, from all sources including, but not limited to the following:

1. Wages, salaries, tips, payments for disability, AFDC, SSI, Social Security, retirement pensions, unemployment benefits, child support, alimony, interest, dividends, etc. For self-employed persons, income will be determined by the average gross income minus business expenses for the last three years. (Depreciation is not an allowable expense.)

2. If title to the property is held by more than the occupants of the dwelling the income of the occupants will only be used to determine the eligibility for all loans.

3. Income will also include the value of the family's assets. For this purpose, the amount used is either the actual amount of income derived from all net household assets or 2% current passbook rate (determined by HUD) of the value of all such assets. Assets shall include: the value of equity in real property (other than the primary residence), savings accounts, stocks, bonds and other forms of capital investments.

E. Dependent identification and verification will be required for submission with a loan or grant application.

2.03 PROPERTY ELIGIBILITY CRITERIA:

A. The property must be within the City limits of Oroville. The rehabilitation program guidelines are restricted to single-family, owner-occupied units, and duplex units of which at least one unit must be owner-occupied

A property will not be eligible for additional loan assistance, if any previous rehabilitation loan was made; unless a hazardous building condition or health or safety code violation surfaces that was not a problem when the property was originally rehabilitated. Examples of possible repair needs include replacement of water, sewer, gas lines, and replacement of inoperable furnaces, water heaters, or electrical wiring. One basic requirement for participation in the housing rehabilitation program is that

the property must have some property rehabilitation standard deficiencies in order to qualify for assistance. However, the Loan Advisory Committee may allow additional loan assistance based upon applicant need, the length of time since property was last rehabilitated, and property deficiencies.

2.04 ELIGIBLE PROPERTY IMPROVEMENTS

A. The following code-related repairs and improvements may be required:

1. Repairs or improvements needed in order to bring a property into reasonable compliance with the local housing code.

2. Repairs or improvements needed to correct incipient code violations. An incipient code violation is defined as a housing condition that is not yet in violation of the code, but is likely to deteriorate in the immediate future to the point of violation.

3. Removal of all debris from yard in order to eliminate safety hazards and maximize the visual benefits of rehabilitation.

4. Installation of basic weatherization and energy conservation measures, i.e., caulking, storm windows, weather-stripping, attic insulation, conversion/modification/replacement of heating and cooling equipment, solar energy equipment and installation of dual pane windows.

5. Any repairs necessary to meet the City's Building Code Standards.

6. Addition of bedrooms to eliminate overcrowding as defined in Section 501 - 503 of the 1994 Uniform Housing Code.

8. Repairs or improvements required on residential structures built before 1978 subject to Lead-Based Paint Regulations 24 CFR Part 35 which requires all Lead-based paint notification, explanation, mitigation, and clearing procedures for pre-1978 housing.

B. 1. Water of sewer laterals from the main water line to the dwelling, regardless if the main water line or any part of the lateral is located in the public right of way

2. Installation or replacement of water meters, if done in conjunction with the rehabilitation of the unit itself.

3. Demolition and reconstruction of dwelling units (under certain, limited circumstances)

4. Loans for refinancing existing indebtedness secured by a property being rehabilitated with CDBG funds, if such financing is determined by the grantee to be necessary or appropriate to achieve the locality's community development objectives.

B. General property improvements are allowed; however, general property improvements may not exceed 15% of the total rehab project and there must be at least one required repair needed for the project to take place.

2.05 ENERGY EFFICIENCY

A. The City strives to ensure that all projects funded through the Housing Rehabilitation Program meet the following established minimum level of green building standards:

Materials and Resources:

1. Use of plant and tree species that require low water use in sufficient quantities
2. Installation of irrigation systems using only low-flow drip, bubblers, or low-flow sprinklers
3. Use of engineered lumber for beams, headers, wood I-joists or web trusses for floors and ceilings
4. Use of Oriented Strand Board (OSB) for floor, wall, and roof sheathing
5. To provide effective air sealing:
    a) Seal sole plates
    b) Seal exterior penetrations at plumbing, electrical, and other penetrations
    c) Seal top plate penetrations at plumbing, electrical, cable, and other penetrations
    d) Weather-strip doors and attic access openings
    e) Seal penetrations in interior equipment closets and rooms
    f) Seal around bathtub drain penetrations in raised floors
6. Install and flash windows in compliance with window installations protocols
7. Exterior doors:
    a) Insulated or solid core –
    b) Flush, paint or stain grade shall be metal clad or have hardwood faces –

c) Factory primed on six sides with a one-year warranty-

8. Select durable non-combustible roofing materials which carry a three-year contractor installation guarantee –
   a) 20-year manufacturer's warranty; or
   b) 30-year manufacturer's warranty –

Energy Efficiency:

1. Install ENERGY STAR® Ceiling Fans in living areas and all bedrooms; install a whole house fan with insulated louvers; or install an economizer
2. Install ENERGY STAR® Appliances (where applicable)
3. Install gas storage water heater with an Energy Factor (EF) of 0.62 or greater and a capacity of at least 30 gallons for one- and two-bedroom units and 40 gallons for three-bedroom units or larger –Water efficiency:

1. Use water-saving fixtures or flow restrictors –
   a) Kitchen and Service Areas <2 gallons per minute (gpm) –
   b) Bathroom sinks < or = 1.5 gallons per minute (gpm) –
   c) Showers and bathtubs < or = 2.5 gallons per minute (gpm) –

Indoor Environmental Quality:

1. Use Low-VOC paint and stain –
   a) Flat interior wall/ceiling paints & stains <50gpl VOCs –
   b) Non-flat wall/ceiling paints & stains <150gpl VOCs –
2. Provide window covering –
   a) Drapes or blinds may be fire retardant –
3. Floor Covering –
   a) Light and medium traffic areas shall have vinyl or linoleum at least 3/32" in thickness –
   b) Heavy traffic areas shall have vinyl or linoleum at least 1/8" in thickness –
   c) Carpet shall comply with U.S. Department of Housing and Urban Development/Federal Housing Administration UM 44C, or alternatively, cork, bamboo, linoleum, or hardwood floors shall be provided in all other floor areas.

Evidence that energy efficiency criteria have been met will be provided in each project work file via documentation of one or more of the following items:

1. Purchase order information from contractors
2. Detailed work write-ups
3. Energy Efficiency requirements detailed in construction contracts
4. Pictures
5. Documented inspections.

2.06 INELIGIBLE USES OF FUNDS

A. Any action that results in what would be considered housing new construction.
B. Creation of a secondary housing unit attached to a primary unit.
C. Installation of luxury items, such as a swimming pool.
D. Costs of equipment, furnishings or other personal property which are not integral structural fixtures, such as a window air conditioner, washer or dryer, etc.
E. Labor costs for owners to rehabilitate their own property.
G/ Assistance to homeowners that would benefit a *non*-LMI person or household.

LOAN FINANCING

3.01 All Financing Options:

A. Purpose of Loan - The owner agrees to use the loan proceeds to accomplish the rehabilitation of his/her property to the extent determined by the owner and Housing and Building Department staff.

B. Maximum Loan Amount – An amount that, when added to the outstanding indebtedness relating to the property, creates a total indebtedness that does not exceed 100% of the after rehabilitation market value estimate. However, this maximum loan amount may be waived by the Loan Advisory Committee up to a $5,000 grant, based on applicant's need, housing deficiencies, and loans or liens subordinate to housing rehabilitation loans made by the City.

C. Maximum Loan Term - The maximum loan term will not exceed thirty years for all loans. Any extensions of the loan term will be reviewed on an individual basis and approved by the Loan Advisory Committee.

D. Interest Rate - The interest rate will be 3% on all loans.

E. Loan Assignment - All loans shall become due and payable upon the transfer or sale of the owner's interest in the property, change of use from residential to commercial, a noncompliance with the rehabilitation plan, or if the property is being leased in whole or in part, or if the property is no longer the primary residence of the owner. The primary residence is defined as the residence occupied by the Owner with no breaks in occupancy for a continuous period equal to or greater than sixty (60) calendar days during a 12-month period.

F. Loan Security - The loan will be evidenced by a Promissory Note executed by the owner and will be secured by a Deed of Trust, with assignment of rents and a rehabilitation loan repayment agreement, both of which shall be recorded against the property.

G. Includable Loan Costs - Costs eligible for inclusion in the rehabilitation loan, include those cost attributable to the rehabilitation of the subject property as follows:

1. Credit report.
2. Policy of title insurance.
3. Structural pest control report.
4. Inspection fees: appraisal, market value estimate, property inspection reports and all building permit fees.
5. Architectural and/or engineering services up to a maximum of 6% of the total construction cost.
6. Loan fee (one-time charge) includes expenses incurred and to be incurred by Housing Rehabilitation Program staff administering the loan.
7. Eligible Rehabilitation Construction Costs.
8. Loan contingencies: An amount not less than 3% or more than 10% of the budgeted cost of all improvements is to be included in the rehabilitation budget, to cover cost overruns and required construction changes during the construction period. The borrower must authorize the use of this contingency by change order and the staff must approve the disbursement. Should funds remain in the contingency account after project completion; this excess amount will be credited against the loan principal balance.
9. Special Lien Financing: Special refinancing assistance up to $10,000 may be afforded to owner-occupants. This refinancing may be used to take care of liens against the property, with the exception of personal loans that, if otherwise not paid off, would prohibit the owner from obtaining rehabilitation loan assistance.
10. Payment for damages incurred to housing units occupied by borrowers and other household members relocated during

rehabilitation of homeowner's residence with housing rehabilitation loan funds provided by the City.

3.02 DEFERED PAYMENT LOANS:

Loan Repayment - If the property owner's income to housing expense ratio exceeds 35%, the rehabilitation loan payments will be deferred for the first five (5) years of the loan term. At the end of the first five (5) years of the loan term, the loan will be reviewed and the following conditions applied:

At the time of the owner's income review, if the owner's income-to-housing expense ratio is: a) more than 35% or b) 35% or less and interest-only payments would increase income-to-housing expense ratio to greater than 35%, the loan payments will remain deferred. However, if the Owner's housing expense-to-income ratio is less than 35%, the remaining principal will be repaid (amortized at an interest rate not to exceed three percent) in basically, one of two payment plans: fully amortized payment loan or an interest-only payment loan. Payment plan selection will be based upon that plan that most effectively provides for maximum loan repayment while not exceeding the 35% housing expense-to-income ratio limit.

Debt service of loans junior to the deferred loan (when not a part of the original rehabilitation project) will not be considered for the purpose of determining the income-to-housing expense ratio. However, staff will look at other monthly debt service junior to the City's loan when determining the length of the loan term. Staff will make the loan term recommendation to LAC. The loan term should provided loan repayment that would be best suited for the borrower as well as ensure repayment of the loan in an efficient manner.

3.03 FULLY AMORTIZED LOANS

A fully-amortized loan is repaid in equal monthly installments of principal and interest for a term not to exceed 30 years.

3.05 INTEREST ONLY LOANS

An interest-only loan is repaid with the accruing interest being paid on a monthly basis, as it accrues, and with a balloon payment being due at the end of the loan term. The loan term should not exceed 30 years. After five years and/or at the direction of the LAC, City staff shall request the owner's income information for review to determine the owner's loan repayment ability. If after the income review, it is found that the owner can

afford to make fully-amortized payments, then the loan shall convert to a fully-amortized payment loan at the direction of the LAC.

At the time of the owner's income review, if the borrower's income-to housing expense ratio is: a) more than 35% or b) 35% or less and fully-amortized payments would increase income-to-housing expense ratio to greater than 35%, the loan payments will remain interest only payments, and interest will continue to accrue at the three percent (3%) interest rate. The loan shall again be reviewed at the direction of the LAC and all conditions of this Section are reviewed and applied.

During the review process, the debt service of loans junior to the deferred loan (when not a part of the original rehabilitation project) will not be considered for the purpose of determining the income-to-expense ratio. Debt service of loans junior to the interest-only loan (when not a part of the original rehabilitation project) will not be considered for the purpose of determining the income-to-housing expense ratio. However, staff will look at other monthly debt service junior to the City's loan when determining the length of the loan term. Staff will make the loan term recommendation to LAC. The loan term should provided loan repayment that would be best suited for the borrower as well as ensure repayment of the loan in an efficient manner.

APPLICATION PROCESS

4.01 PRE-APPLICATION PROCESS:

A. Property owner will contact the Business Assistance/Housing Development Department for information regarding the program.

B. The Staff will explain the eligibility criteria and, if it appears the applicant will qualify for financial assistance, will set up an application appointment with a loan/grant specialist.

4.02 APPLICATION PERIOD, RATING, AND SELECTION

Applications will be accepted year round on a "first come, first serve" basis. Rehabilitation projects deemed an "Emergency" situation, may be given priorty.

4.03 LOAN PROCESSING

A. The property owner shall prepare and submit a financial package to Business Assistance/Housing Development Department staff which shall include:

1. application for financial assistance;
2. authorization forms, signed and dated;
3. proof of ownership of property, i.e., copy of Grant Deed, title policy, etc.;
4. income verification, i.e., employment pay stubs, award letter for Social Security or retirement benefits, verification of AFDC or SSI benefits, income tax returns, financial statements, etc.;
5. verification of mortgage status;
6. verification of bank accounts.
7. if the first Deed of Trust holder is holding an impound account, borrower must bring verification showing what has been impounded (taxes or insurance or both), amount of impound being collected each month and current status of the account.
8. any other documentation deemed necessary by staff.

B. Staff will review application and, from the information submitted, determine whether homeowner meets eligibility requirements.

C. Staff will compare construction costs with market value estimate or appraisal to determine if there is sufficient equity in the property.

D. Staff will secure credit report, to see if any problems exist which will prevent providing financial assistance to property owners.

E. Staff will request a property inspection from the Code and Compliance Construction Specialist or designee.

F. Staff will request preliminary title report, an appraisal or market value estimate, and a termite inspection report.

G. Code and Compliance Construction Specialist or designee and owner will inspect the property. If it appears that the project is feasible, and owner wishes to continue with the rehabilitation of his/her home, Code and Compliance Construction Specialist or designee will submit a property work write up and bidding instructions listing the requirements of the City to the owner. Owner will review and approve property work write up and bidding instructions listing the requirements. Owner will authorize City staff to mail invitations for sealed bids to eligible and interested contractors.

H. Staff will mail invitations for sealed bids to eligible and interested contractors.

I. Property owner will be responsible for checking references and selecting the most qualified bidder. Property owner must have justification for selecting a contractor whose bid is not within a 10% range of the Code and Compliance Construction Specialist or designee estimate of construction costs. Property owner (not the City) is responsible for contractor performance.

J. Staff and owner will review the work write-up and bid form and if it meets the program criteria, will prepare construction agreements.

K. Staff will review application to determine funding source for project.

L. Staff will prepare the Rehabilitation Loan package for submission to the City Loan Advisory Committee for approval.

M. Staff presents the Rehabilitation Loan package to the Loan Advisory Committee.

N. Approval or denial of the Rehabilitation Loan by the Loan Advisory Committee.

O. Loan documents executed by property owners.

P. Deed of Trust and Regulatory Agreement are sent to Title Company for recording and issuance of ALTA. Policy.

Q. Construction contracts are executed by property owner and contractor.

R. Staff provides Finance Department with copy of Note and/or Truth in Lending.

S. Property owner issues Notice to proceed to the contractor.

T. Property owner/contractor obtains the necessary permits.

U. Property owner is responsible for contractor performance (not the City).

V. Property Owner and Code and Compliance Construction Specialist or designess inspect rehabilitation work and authorize City to issue progress payments as provided in construction contracts.

W. Code and Compliance Construction Specialist or designess will inspect rehabilitation work as representative of the City as a lender.

X. No payment is to be issued without necessary permits.

Y. Property owner and Code and Compliance Construction Specialist or designess make final inspection of completed rehabilitation work and authorize final payment to the contractor.

Z. Property owner/contractor files Notice of Completion.

AA. City issue final payment to the contractor for completed rehabilitation work.

BB. City reconciles the loan account and prepares a reconciliation of the loan letter for the property owner.

CC. An evaluation form of the program and an evaluation form of the contractor is sent out to the owner.

DD. File closed.

4.04 LOAN DOCUMENTS, PREPARATION AND SIGNING

This section sets forth procedures for preparing the loan documents, completing the loan signing and carry out post-loan signing.

A. Preparing Loan Signing - The City or its authorized representative will prepare for loan signing as follows:

1. Prepare a Promissory Note, Deed of Trust, Regulatory Agreement, Loan Repayment Agreement, Truth-in-Lending Disclosure Statement and recession notice as applicable.

2. Contact owner to set up a time to sign loan documents.

3. Request owner to bring with him/her the original and memorandum copy of an insurance policy for fire and extended coverage, in accordance with the value of the property and indebtedness on the property after rehabilitation. The policy must include an endorsement showing City/Authority as the loss payee.

4. Request owner to bring the original or a certified copy of the receipt for payment of the current insurance premium, plus his/her most recent property tax and/or special assessment payment receipts.

5. Request owner to bring their driver's license or some form of picture identification.

B. TRUTH-IN-LENDING REQUIREMENT

An approved Truth-in-Lending Disclosure Statement is to be used at a loan settlement in meeting the requirement of the Truth-In-Lending Act.

1. A completed Disclosure Statement will be given to all owners of loans on residential property, except those owners that are corporations, partnerships, or otherwise organized as an independent entity or business firm under loan law.

2. The Disclosure Statement will be given to owner at loan settlement, but prior to the time he/she executes the Deed of Trust and Promissory Note obligating his or her repayment or the loan.

3. When the Disclosure Statement is given to owner, he/she will be requested to sign and date the Statement. A signed copy of the Disclosure Statement will be retained by City in the loan document file.

C. Completing the Loan Signing - Review the terms and conditions of the loan with the owner, to ensure that he/she understands what is expected of him/her. Obtain signatures and acknowledgment if applicable. Obtain required insurance documents and tax receipts.

D. Post-Loan Signing - City will record all recordable instruments and obtain evidence of recordation. A transmittal memorandum will be prepared advising loan servicer that a loan settlement has been completed and that the loan is being transferred for loan servicing. Preparation and transmittal memorandum, as well as accompanying documents, will not be delivered for recordation.

4.05–DISBURSEMENTS AND ACCOUNT MANAGEMENT

The owner will authorize the City to establish a rehabilitation account and to act as the agent of the rehabilitation loan and authorize disbursement of such funds to borrower and contractor as stated in the construction and owner-contractor loan agreement. In the case of a multiple ownership, where borrowers hold title, the signature of every title-holder will be required on all documents where the borrower signature is required, unless a properly-executed power of attorney is filed with the City.

Disbursements from the rehabilitation account will only be made for progress, final and retention payments for rehabilitation work to the contractor, owner,

subcontractor and supplier, and/or to make a payment for an eligible incidental cost, and/or when reconciling the loan account.

A. Progress, Final Payment, and Retention Payment to Contractor - Upon receipt of a request for progress payment, approved by the homeowner, from the contractor, and following the City's inspections of the work, City will authorize payment due to the contractor for the work satisfactorily completed. The remainder due contractor will be withheld pending satisfactory completion of all the work as set forth in the contract. When all the work is found to be satisfactorily completed in accordance with contracts, City will obtain from the contractor a Release of Liens; the City will authorize final payment to the contractor no sooner than thirty-five (35) days following the recording of the Notice of Completion. The amount of the final payment check will include, if applicable, any progress payments sums previously withheld, but due the payee.

B. Reconciliation of Loan Account - After all funds have been disbursed from rehabilitation account and the account has been closed, the City will prepare a Reconciliation letter in which the City will account for the disbursement of the full rehabilitation loan amount and any other funds in the rehabilitation account for Owner. Any unutilized funds remaining in the rehabilitation loan account shall be applied to the loan as a principal pay-down. A Reconcilation letter outlining the expenses and disbursements will be mailed to the Owner.

CONSTRUCTION

5.01 DETERMINATION OF WORK TO BE DONE

The Code and Compliance Construction Specialist or designee and the owner will inspect the property, and will identify deficiencies, per the City Code that are required to be completed with the rehabilitation loan. Other work may be identified that the Code and Compliance Construction Specialist or designee suggests should be done, but are not specific City requirements. The Code and Compliance Construction Specialist or designee will consult and advise the owner of the work to be done. The Code and Compliance Construction Specialist or designee will prepare a work write-up and cost estimate. The owner will review and approve the work write-up and cost estimate.

5.02 CONTRACTOR SELECTION AND BIDDING

Contracting for rehabilitation work will be done on a competitive basis for all contracts involving more than $5,000.00 or more in accordance with City Code Requirements. The Housing Department will maintain a list of all interested

contractors who will be kept informed of upcoming bid proposals. All interested contractors and subcontractors must have a valid California Contractor's License.

The owner will authorize the City to invite qualified licensed contractors to bid for the rehabilitation work identified in the work write-up and plans, if any. The successful bidder will generally be the low bidder. The owner will be responsible for contractor selection based upon the reasonableness bid amount and the contractor's reputation. The owner will be responsible for checking contractors' references. If the borrower elects to choose other than the low bidder then the borrower must submit, in writing, such reason for not selecting the low bidder. A selected contractor will be licensed, of good reputation, financially sound, and capable of obtaining adequate labor, and have adequate financial resources to carry out his/her bid and proposal to do the necessary work within the time specified in the contract. Potential contractors must apply to the City and obtain approval prior to being added to the Contractor's Bid List.

5.03 CONTRACTING FOR REHABILITATION WORK

A. Owner Relocation-If the structure is occupied at the time of rehabilitation, work will be conducted in such a manner that minimizes relocation. If relocation is anticipated, the owner agrees to be responsible for the cost of the temporary relocation at another location other than reasonable monthly rental payments. Monthly rental payment cost will be paid by the City as long as relocation funds are available.

B. Eligible Contractors - Owner will award contracts for rehabilitation work only to contractors who are registered and licensed by the State of California. Applicable-lien releases are to be obtained by the contractors and submitted to the City before final disbursement can be made.

C. The contract for rehabilitation will be between the property owner and the contractor. The owner will be responsible for compliance with the contract documents. The owner is responsible for contractor performance. The City and Owner will at all times have access to the work during its progress, and will be furnished with every reasonable facility for inspection for ascertaining that the materials, work and work performance, payroll, conditions of employment pertaining to work, and equipment are in accordance with the requirements and intentions of the contract.

If such work is not satisfactory to the City, City may stop work on the repairs and improvement and order the replacement or correction thereof or additions thereto and withhold all disbursements hereunder until such work on the repairs and improvements are deemed to be satisfactory. City, however, is under no obligation to make or supervise the repairs and improvements. Inspection by City is for the sole purpose of protecting

City's security and is not to be construed as a representation that the repairs and improvements will be free form faulty material or work.

The owner may obtain any independent inspections that they desire; however, these inspections shall be at their own expense.

D. Permits - No work will be done without first obtaining the necessary permit or permits issued by the Building Inspection Department.

E. Hold Harmless - Owner will hold City harmless from any injuries to owner's property or personal belongings during the rehabilitation of the property.

F. Inspection/Payments - Following the owner's approval of contractor payment request, the City Code and Compliance Construction Specialist will inspect the job and determine if the repair work is satisfactory. If the City determines that the work completed is satisfactory, the City will approve the payment request and route that request to the City Finance Department for payment.

G. Change Orders - The owner, without invalidating the contract may order changes in the work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. All such change in the work will be authorized by change order, and will be executed under the applicable conditions of the contract documents. If the contractor performs any extra work prior to receipt of an approved change order, he/she forfeits all right to extra payment for such work.

H. Completion of Work/Final Payment - Upon request for completion inspection by the contractor, City staff/Owner will inspect the property for compliance to the construction contract. If there are items yet to be completed or need to be redone, Owner/City staff will provide contractor with a "punch list" identifying what remaining work items require correction. Once all work is satisfactorily completed, the City/Owner will:

1. Approve all Contract work;
2. Obtained signed-off copies of all building permits;
3. Obtain lien releases from the contractor and contractor is to supply all lien releases on behalf of their subcontractors and suppliers; and
4. Obtain all warrantee and guarantees.

I. OWNER RESPONSIBILITIES OF REHABILITATION WORK

Borrower must be willing to ensure the building will meet the minimum rehabilitation standards.

1. In the event of owner's or his/her agent's failure to perform, City will cause satisfactory completion of the remaining work. Any loss to City, attributable to this failure to perform could constitute a lien on the property and would result in an increase in the loan. Renegotiation of the loan will establish a revised payment plan.

2. Owner also agrees to maintain the security of the rehabilitation loan in a decent, safe, and sanitary condition, following completion of the rehabilitation work.

F. DEFAULT ON WORK REQUIREMENTS

Each of the following events will constitute events of default under this Agreement:

1. Substantial deviations from the repairs and improvements without prior approval of City or the appearance of defective work or materials which is not corrected within thirty (30) days after written notice thereof.

2. Cessation of work on the repairs and improvements prior to completion for a continuous period of thirty (30) days or more.

3. The filing of any claim of lien against the property and the continued maintenance of said claim for a period of five (5) days without discharge or satisfaction thereof.

4. Owner/Contractor's filling of a petition in bankruptcy, or for debtor's extension of time, or any other relief under the Bankruptcy Act, or any other state or federal insolvency law, as not existing or as hereafter amended; or if owner/contractor is adjudicated bankrupt; or if any petition filed against owner/contractor under the provisions of the Bankruptcy Act is approved; or if a general assignment for benefits of creditors is made.

5. Sale of property prior to completion of repairs and improvements.

6. The breach of any covenant, warranty, promise, or representation under any applicable agreement.

LOAN SERVICING

6.01 The Loan Servicing section sets forth procedures for the handling of loan payments, payoffs, loan monitoring, delinquencies and foreclosures.

A. Monitoring the Rehabilitation Loan – the City of Oroville or it's authorized representative shall monitor compliance with loan requirements as follows:

1. An "Owner Occupancy Declaration" shall be sent out once per year to ensure continued owner occupancy.

2. If the City of Oroville is not in receipt of revised evidence of insurance at the annual renewal, the City may, at its option, purchase a force placed insurance policy on the property and/or call the loan immediately due and payable.

3. Upon receipt of notice of non-payment of taxes from the Butte County Tax Collector's office, the Housing Department shall send, via certified mail, notice to the borrower that if taxes are not paid the City of Oroville may, at its option, pay taxes due and/or call the loan immediately due and payable.

B. Payments – the City of Oroville Finance and Housing Departments shall process payments and late notices in the following manner:

1. All payments shall be posted on the date received to the Grant Management Accounting System

2. A copy of all payment receipts shall be given to the Housing Development Department each month for their loan file.

3. The Finance Department shall deliver to the Housing Department an "aging" report each month showing the number of days late each loan payment is.

4. Housing Department shall send out late payment notices per the aging report each month.

C. Payoffs – the City of Oroville Finance and Housing Departments shall handle requests for payoff and payoff checks as follows:

1. Upon receipt by the Housing Department of a request for payoff statement, Housing shall send to Finance a request for payoff figures containing all loan information. Housing is responsible for verifying all

information provided by Finance with information contained in the loan file.

2. Upon receipt of payoff checks by the Housing Department, Housing shall complete payoff instructions to Finance, copy check and payoff instructions for loan file, and upon approval from designated Housing Staff, deliver original check and instruction to Finance for processing.

3. Housing Department Staff shall, upon receipt of payoff, prepare a Substitution of Trustee and Deed of Full Reconveyance to be signed by the City Administrator and delivered to the appropriate title company for recording.

D. Default and Foreclosure – City is authorized to declare, at its option, all or any part of such indebtedness immediately due and payable should any of the following events occur:

1. Failure to pay the amount of any installment of principal and interest, or any other charge payable on the note, which will have become due, prior to the due date of the next installment.

2. Nonperformance by the owner of any of the terms and conditions of the Deed of Trust, Promissory Note, Regulatory Agreement and/or Loan Repayment Agreement, or of any other agreement heretofore, herewith or hereafter made by the Trustor with the beneficiary, in connection with such indebtedness, after Trustor has been given notice by the beneficiary of such nonperformance.

3. Failure of owner to perform any covenant, agreement, term or condition in any instrument creating a lien upon the conveyed property, or any part thereof, which will have priority over the lien of the Rehabilitation Loan Deed of Trust.

4. If owner fails to disclose any fact deemed by City to be material or pertinent information to making the loan that would have prevented the owner from being eligible for the rehabilitation loan program. Or the owner's misrepresentation by, on behalf of, or for the benefit of the owner in any of the agreements entered into by owner with the City (including, but not limited to, the Note, this Deed of Trust, Regulatory Agreement and Loan Repayment Agreement).

5. If borrower is in default for any indebtedness secured by the City's Deed of Trust, and/or for default on a mortgage senior to the City's loan, and/or default due to nonperformance or noncompliance with any agreement owner has made to City, the City may declare all sums

secured by the Deed of Trust, immediately due and payable in full. The City would send to the owner a written declaration of default and demand for full payment of the loan and/or a demand for sale. The Trustee shall file the Notice of Default and Notice of Sale. The City will deposit with the Trustee, the Deed of Trust, the Promissory Note, and any other documents evidencing the City's expenditures.

After the lapse of time required by law, and following the recordation of above mentioned Notice of Default and Notice of Sale, owner will sell the property at the time and place filed in the Notice of Sale at public auction to the highest bidder for cash in lawful money of the United State, payable at time of sale. Any person, including owner, trustee or City, may purchase the property at the sale. Trustee will apply for the proceeds of sale for payment of:

a. The expenses of such sale, together with the reasonable expenses of this Trust, which will include legal fees if any are incurred;
b. Cost of any evidence of title procured in connection with such sale, and revenue stamps on Trustee's Deed;
c. All sums expended under the terms hereof, not then repaid, with accrued interest at the rate provided on the principal debt;
d. All other sums then secured hereby; and
e. The remainder, if any, to the person or persons legally entitled thereto.

6.02 ACKNOWLEDGMENT OF TEMPORARY LIMITED REPAYMENT ABILITY

The City acknowledges that circumstance beyond the owner's control may temporarily limit their repayment ability. The City of Oroville desires to be flexible enough so that in cases of: death of a family member, loss of job, divorce, and major illness; loan terms may be modified.

Although the City may accommodate a crisis that restricts the owner's repayment ability, it should in no way be misconstrued; loans made by through City of Oroville's Housing Rehabilitation Program will be repaid. The City of Oroville is willing to pursue all legal means to ensure this.

6.03 DELINQUENCY NOTICES

A, Thirty (30) Day and Sixty (60) Day Delinquencies Notices - The City or its designee will send the owner a letter noting the amount delinquent plus an applicable late charge. This letter will be followed by a telephone call reminding the owner of the loan amount and due date.

B. Ninety (90) Day Delinquency - The City or its designee will send a registered letter noting the amount delinquent plus any applicable late charges. In this letter, a date and time will be set for a meeting between the owner and the Housing Manager or designee. At this meeting the following will be discussed:

1. Reason for delinquency.

2. Any changes in the owner's health, family circumstances, or financial status that limits their repayment ability.

3. Loan amount in arrears.

At the conclusion of this meeting the following will be determined:

1. How and when loan will be brought current.

2. If financial counseling is needed, Housing Rehabilitation Program staff may require the owner to participate in financial counseling.

3. If a personal emergency (loss of job, loss of spouse or co-owner, serious illness or injury) has restricted repayment ability.

If, because of such an emergency, the owner cannot afford to pay the full monthly installment, the City Administrator, subject to the approval of the Loan Advisory Committee, may exercise the following options:

1. Extend the time of payment or otherwise alter the terms of any of the indebtedness.

2. Accept additional security therefore of any kind including trust deeds or mortgages.

3. Alter, substitute, or release any property securing the indebtedness.

Any action taken as a result of this meeting will be documented and recorded in the required fashion.

C. If the owner does not appear for the 90-day delinquency meeting and does not contact the Housing Manager to reschedule the meeting, staff may immediately begin foreclosure proceedings.

D. Any owner that participates in the process outlined in Item B. and then becomes 90 days delinquent within two years of renegotiating their loan terms may be subject to immediate foreclosure.

E. All foreclosure proceedings must be initiated by resolution of the City Council authorizing the Mayor to execute a Notice of Default.

GENERAL REQUIREMENTS TERMS AND CONDITIONS

7.01 ADDITIONAL TERMS, CONDITIONS AND ASSURANCES

Specific legal provision and conditions for a rehabilitation loan are set forth in the Deed of Trust, Loan Repayment Agreement, other security instruments, and the Promissory Note. In addition an applicant must agree to the following "terms and conditions":

A. Owner will not discriminate upon the basis of race, color, sex, marital status, disability, religion, or national origin in the sale, lease, rental, use or occupancy of the property to be rehabilitated under this program.

B. As required, owner will comply with all applicable provisions of Federal statutes and regulations and City or County ordinances concerning equal employment opportunities for persons engaged in rehabilitation work undertaken in connection with the City of Oroville's Housing Rehabilitation Program.

C. Owner will agree to use loan proceeds only to pay for costs of services and materials necessary to carry out the rehabilitation work identified in the project work plan. Proceeds will not be used to pay expenses for work completed prior to loan approval or authorization to proceed.

D. Insurance - There will be a policy of title insurance on all secured loans in the amount of the rehabilitation loan. As well a Fire and extended coverage insurance will be required on the property, naming the City as first loss payable or second loss payable per loan position.

E. Protect the Public Interest - Owner will allow no employee or official of the City of Oroville to have any interest, direct or indirect, in the proceeds of a loan.

F. Fees, Commissions, or Gifts - Owner will pay no fees commissions and make no gifts to any person exercising any function or responsibility, direct or indirect, in connection with administration of the loan.

G. Minority Contractor Participation - Owner will agree to provide opportunities for participation in rehabilitation by minority and female business enterprises.

H. Loan Security Requirements - Owner will provide security for the loan in the form of a Promissory Note secured by a Deed of Trust with Assignment of Rents.

I. Records - Owner will keep such records as may be required by the City, or its agent, in connection with the rehabilitation work.

7.02 CHANGES IN BORROWER STATUS

At the option of City, all loans will become due and payable when:

A. title to the property is transferred.
B. use of the property changes from residential too commercial.
C. the term of the loan expires.
D. the work itemized in the Property Rehabilitation Work Write-up is not completed within contract term, or a reasonable time thereafter.
E. the owner significantly deviates from the Property Rehabilitation Work Write-up without consent of City.
F. owner fails to adhere to relocation provisions.
G. the property becomes non-owner occupied.

7.03 ASSUMPTION OF CITY-FUNDED REHABILITATION LOANS

In the event owner, without prior written consent of the City, sells, agrees to sell, transfer or conveys its interest in the real property or any part thereof or any interest therein, City may, at its option, declare the loan immediately due and payable, provided that City will not declare the loan due and payable if all of the following conditions are met:

A. The transfer or conveyance occurs solely as a result of the death of owners or one of them.
B. The transferee(s) is deceased borrower's father, mother, son, daughter or spouse, or if the preceding statement is not an option, then in conjunction with a recommendation from the Director of Business Assistance/Housing Development Department as well as an approval from the Loan Advisory Committee, the transferee(s) is deceased borrower's extended relation (example: a grandson, granddaughter, sibling, etc.).
C. The transferee(s) and all persons living on the property, meet the program eligibility requirements for the loan at the time the property is conveyed or transferred.

D. The property must be well maintained and in good condition if the property is to be conveyed or transferred.

E. If the property is a single family residence, and the transferee(s) makes the property his/her residence within six months subsequent to the transfer, the following conditions apply:

1. The interest rate on the assumed loan will be the same as the interest rate in effect at the time the loan was originally made provided the transferee meets the income requirement otherwise the interest rate shall be converted to market rate at the time of the loan assumption.
2. Whether the assumed loan will be amortized, interest only, or deferred will be determined by the policy regulation in effect at the time the loan is assumed.

NOTE: The existing policy for determining whether applicants may qualify for a deferred loan is as follows:

"The maximum housing expense for homeowner's after rehabilitation will not exceed 35% of the owner's income."

All loans that are not fully amortized will be reviewed five years from the original loan date and at the LAC's discretion thereafter.

F. If the person who has assumed the loan does not make the property his/her principal place of residence within six months subsequent to the transfer, and/or rents or leases the property, the loan will become due and payable in full.

7.04 CANCELLATION AND ACCELERATION OF AMOUNTS DUE

If the owner fails or refuses to cause the commencement of physical rehabilitation work on his/her property, or comply with the rehabilitation work within a reasonable time, then at its option the City, or its designee, may reserve the right to cancel and terminate this rehabilitation loan, by sending written notice of cancellation to owner at his/her mailing address as set forth in the application. The cancellation must be within a period of 45 days from the date of the rehabilitation loan approval. . The failure of the City to exercise this right within the 45 day period is not deemed a waiver of this right as long as the rehabilitation work remains incomplete.

7.05 LOAN PREPAYMENT

All loans may be repaid at any time, in whole or in part, with no repayment penalty.

LOAN ADVISORY COMMITTEE

8.01 LOAN ADVISORY COMMITTEE PURPOSE AND COMPOSITION

A. Loan Advisory Committee Purpose - The function of the Loan Advisory Committee will be to review and act on applications recommended by staff for financing. The Loan Advisory Committee will review applications in terms of: eligibility, compliance with all program requirements, consistency of staff recommendations regarding terms and type(s) of assistance provided. The Committee will also review the proposed loan package and, if appropriate, recommend changes in loan terms and type(s) of assistance to be provided.

In the event of a owner's death, the Loan Advisory Committee may approve a loan assumption as it pertains to the heir of the deceased provided that all guidelines are met stated under City Promissory Note and State Housing and Community Development (HCD).

6.04 ASSUMPTION OF CITY-FUNDED REHABILITATION LOANS.

B. Composition - The Committee will consist of two (2) members of the City Council to be appointed by majority vote of the City Council, three (3) individuals that reside in the Oroville City limits and/or own a business or work within the Oroville City limits to be appointed by the City Council, and two alternates to be appointed by the City Council, and the Director of Business Assistance and Development, and Finance Director as exofficio members without a vote.

8.02 APPEALS BOARDS

Applicants Denied Financial Assistance - Applicants denied Housing Rehabilitation financial assistance or dissatisfied with financing decisions may request a review hearing with a three (3) member Appeals Board consisting of the Mayor and two (2) City Council members to be appointed by the Mayor. A request for review must be submitted, in writing within fifteen (15) days following notification to the applicant of the Loan Advisory Committee's decision by the staff. The request must detail the disputed Loan Committee decision, the reason given for any denial of assistance, and the action desired by the applicant to resolve the problem.

If the problem cannot otherwise be resolved by Housing Rehabilitation Program staff, the Director of Business Assistance/Housing Development will request the City Administrator to arrange for a meeting of the Appeals Board. The meeting or review hearing must be held within 30 days of receipt of the applicant's written request by Director of Business Assistance/Housing Development. Other than by members of the Appeals Board, the hearing will be attended by at least one

Loan Advisory Committee member, the applicant, the City Administrator, and Director of Business Assistance/Housing Development. The Appeals Board will determine if reconsideration should be given to the applicant by Program Officials and will specify the guidelines to be used in the reevaluation.

Contractor/Property Owner Disputes--The Contractor and Property Owner must resolve any problems that arise amongst them. If the problem cannot be resolved between the property owner and contractor, then the property owner and/or contractor should seek legal council or contact the contractor's board with the state of California. City staff does not get involved with contractor and property owner disputes. City staff would only be concerned about the problems from the lender's standpoint and would have the option to take action when problems arise if the problem could affect the City's interest in the property.

AFTER REHABILITATION PROPERTY

9.01 PROPERTY MAINTENANCE

All City Housing Rehabilitation Program loans require the owner:

A. To protect and preserve said property and to maintain it in good condition and repair.

B. Not to remove, demolish, or materially alter any building or any improvement thereon, nor change or alter both the terms and conditions of existing lease of the premises, or the present character of said property.

C. To complete or restore promptly and in a quality manner which equals or exceeds construction standards any building or improvement that may be constructed, damaged, or destroyed thereon and pay when due all costs incurred therefore; and to comply with all of the terms of any building loan agreement between Owner and City.

D. To dispose of waste properly in designated waste bins.

E. To comply with all laws, covenants, conditions, or restrictions affecting the property.

F. To cultivate, irrigate, fertilize, fumigate, prune and do other actions from the character or use of said property as may be reasonably necessary; the specific enumerations herein not excluding the general.

These conditions help assure that the property does not revert to its pre-rehabilitation state. It will be strictly enforced.

9.02 STEPS FOR ASSURING PROPERTY MAINTENANCE

A. Provide the borrower in writing:

1. A list of needed repairs or maintenance items.
2. A recommendation as to a solution to the deficiencies.
3. A request that the repairs be performed within 30 days.

B. At the end of the 30-day span, staff will inspect the property. If the needed repairs have not been performed, staff will set an appointment with the owner to inspect the property and discuss why maintenance has not been performed. If the owner is unable to afford to make the needed repairs, and if the repairs represent new building deficiencies not covered by the original rehabilitation, additional Housing Rehabilitation Program funds may be provided.

C. Following the visit and inspection, the owner will be given 30 days to make the necessary repairs. The borrower will be given written notice at the start of this phase that if repairs are not performed within 30 days they will be considered to be in default.

D. If repairs are not performed within 30 days of the notice outlined in Item C., the City may begin foreclosure proceedings.

ATTACHMENT "A"

MINOR HOME REPAIR GRANT PROGRAM

INTRODUCTION

As the City of Oroville continues to grow, it is important to recognize that many low-income homeowners reside in conventional housing where the completion of immediate health and/or safety repairs, minor repairs and/or handicapped accessibility improvements are much needed. These are eligible individuals and families whose needs are not being met because the provision of a conventional loan is not feasible or cost-effective because of low or fixed income and lacking equity in their homes.

The Minor Home Repair Grant Program has been designed to provide assistance to low- and moderate income owners with preference to seniors and disabled borrowers of homes in the City of Oroville who are otherwise unable to obtain funding resources. The maximum grant amount available for this program is $3,000 on a one-time basis for immediate health and/or safety repairs, minor repairs and may be used to assist seniors and/or disabled occupants with improving their homes to meet their physical needs or make necessary accessibility improvements. In cases where it is determined that an emergency or serious health and/or safety hazard exists, the City of Oroville (City) reserves the right to deviate from the Minor Home Repair Guideline by allowing the City Administrator to execute all necessary documents and authorize repairs

This program will serve low- and moderate income household located within the City limits of Oroville; however, if funding is limited the program shall prioritize and designate funding to serve a specific at-risk population, largely comprised of the elderly and/or disabled, who need repairs to eliminate basic health and safety problems.

The intent is to improve and streamline the City's involvement with minor home repairs by minimizing the investment risk and eliminating some of the administrative processes such as title work and extensive loan monitoring.

The City shall utilize Business Assistance and Housing Development Department staff to manage and carry out day-to-day functions of the loan program. It should be recognized that it may be necessary to make adjustments to the program as experience dictates.

OVERVIEW OF GRANT PROGRAM

The Minor Home Repair Grant Program shall consist of a grant for low and moderate income households with a preference to senior and disabled borrowers.

GENERAL ELIGIBILITY REQUIREMENTS

A. Location: Minor Home Repair will be made only in neighborhoods within Oroville City limits; and which are designated as a residential area on the Oroville General Plan. The home type may be of stick-built or

manufactured/mobile construction. If the home type is manufactured or mobile in constructions, it is not required to be real property; it can be located in a mobile home park within the city limits of Oroville.

B. Grantees: To be eligible for a Minor Home Repair loan, the applicant must be an owner-occupant of the home to be repaired.

C. Income/Housing Expenses: The applicant or targeted tenant must meet the following condition:

1. Household adjusted annual gross income shall be at or below the eighty percent (80%) of the Butte County area-wide median income level as detailed in the guidelines most recently published by the U. S. Department of Housing and Community Development.

D. Determination of Adjusted Gross Income: In calculating adjusted gross income, all of the income of the household (including all adults residing in the unit), whether received in cash or in kind shall be considered, except for the following specific exclusions which are consistent with the Section 8 Rental Assistance Program:

1. Earned income from a minor child under the age of 18.

2. Any amount above $480 of annual earned income for a full-time student who is 18 years of age or older.

3. Foster care payments.

4. One-time, lump-sum additions to family assets such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.

5. Casual, sporadic, or irregular donations from friends or family.

6. Amounts that are specifically for, or in reimbursement of, the cost of medical expenses that do not result in new income to the applicant.

7. Annual amounts paid for alimony or child support that is received only sporadically, provided that the applicant certifies:

   a. the payments are not received regularly; and

   b. all reasonable legal actions have been taken to collect such payments.

8. Amounts of educational scholarships paid directly to the student or the educational institution.

9. Payments under the G.I. Bill

10. Relocation payments made pursuant to Title II of the Federal Uniform Relocation and Real Property Assistance Policies Act of 1970.

E. Use: A Minor Home Repair Grant made to applicants shall be used only for repairs related to health and/or safety, or necessary accessibility improvements.

F. Assets: In order to qualify for a Minor Home Repair loan, the applicant must be unable to accomplish repairs through conventional financing or use of his or her own assets as determined by the Loan Advisory Committee.

Evaluation of assets shall focus on the borrower's specific circumstances including both present and future medical/physical needs, earning capacity and family conditions.

DESCRIPTION OF GRANT PROGRAM

A. MINOR HOME REPAIR GRANT PROGRAM

1. Purpose: The purpose of a Minor Home Repair Grant Program is to pay the costs of minimum health and/or safety housing repairs for low and moderate income homeowners whose income is so low that they may not have the funds to pay for the necessary repair on their own without an alternative such as the minor home repair grant.

2. Maximum Grant Amount:

   The amount of a Minor Home Repair Program Grant shall not exceed the actual and approved cost of all necessary repairs up to a maximum of $3,000.00. However, the Business Assistance and Housing Development Department is authorized to expend up to $5,000 for serious and compelling reasons with Loan Advisory Committee approval. No funds will be paid for improvements that are made prior to approval of an application for such grant funding.

ELIGIBLE REPAIRS

A. The following repairs are eligible costs for a repair loan under the Minor Home Repair Loan Program.

1. Leaky Roofs

2. Damaged or Deteriorated Windows

3. Plumbing

4. Peeling Paint on Exterior and Interior Surfaces

5. Electrical Hazards; Examples of electrical hazards include: Broken or frayed electrical wiring; bare wires not covered by rubber or plastic insulation; loose or improper wire connections to outlets; light fixtures hanging from electric wire with no other firm support; missing or cracked cover plates on switches or outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses. Any rubber-coated or plastic-coated electrical wiring (romex) in a room or on the exterior that is subject to possible physical abuse or wear. (*must be an electrical hazard deemed an immediate emergency)

6. Security; This may include installation of operable locks or security devices on exterior windows and doors.

7. Defective Stove, Range, or Refrigerator

8. Water Heater replacement

9. Damaged or Deteriorated Flooring

10. Weatherization/Energy Conservation: This may include improvements to exterior doors, air conditioning and cooler-vent openings, walls, floors and ceilings, to ensure weather-tight conditions. Any cracks, holes, gaps, or openings that allow air or moisture infiltration into a living space may be addressed.

11. Unsafe Handrails, Stairs and Porches

12. Substandard Heating/Cooling

13. Adaptable Housing Repairs: Eligible modifications for handicapped or disabled home occupants include grab bars, modified counters, doorways, ramps, fixtures and facilities, etc.

14. Lead-Based Paint (LBP) Abatement; Consistent with program regulations and upon Loan Advisory Committee approval, HOME or CDBG funds may be used for lead-based paint evaluation and reduction costs.

    In cases where LBP Abatement is deemed necessary, the use of grant funds may be used to cover the LBP Abatement.

    a. LBP Grant expenditures may only cover costs attributable to lead-based paint hazard evaluation and reduction activities;

    b. The amount of grant funds available for LBP abatement may be limited lead-based paint project cost, unless otherwise approved by the LAC; and

    c. Allocation of grant funds for lead-based paint hazard evaluation and

reduction activities does not increase the value of the home.

15. Emergency repairs that are risks to health and safety.

INELIGIBLE USES OF GRANT FUNDS

A. The following items are **not** eligible costs for rehabilitation work under the Minor Home Repair Grant Program.

1. New construction, substantial reconstruction, expansion of the structure, or the finishing of unfinished spaces unless otherwise stated in this policy.

2. Materials, fixtures, equipment or landscaping of a type and quality which exceeds adequate service or that is not customarily used for properties of the same general type.

3. Paying the existing debt on property or delinquent property taxes.

4. A Minor Home Repair Grant shall not be used to pay for or obtain any of the following items:

- Barbecue pit
- Bathhouse
- Burglar alarm
- Fire extinguisher
- Greenhouse
- Hot tub/spa
- Kennel
- Photo mural
- Swimming pool
- Television antenna
- Tennis court
- Valance or cornice board

5. Other "luxury" items.

PROCEDURES

APPLICATION PROCESS

A.) Advise applicant of general objectives and benefits of the program.

B.) Obtain information/documentation from applicant

1. Home is in City Limits

2. Documentation on residential zoning

3. Owner-occupied?

4. Documentation of Applicant's income

5. Documentation of Any assets

6. Proof if applicant is Elderly or disabled - applicant may need adaptable housing products or aids.

7. Proof applicant is owner on record

8. Any other documentation that may be necessary as part of the qualifying/application process

C.) Assist owner in completing all necessary forms

1. City of Oroville Minor Home Repair Grant Program Application & all attachments

2. Copy of most recent property tax statement.

3. Medical verification of need (as required).

4. Verification of SSI-SDI (as required)

5. Copy of Mortgage Statement (if applicable)

DETERMINATION OF REPAIR WORK

A.) Initial Deficiency Inspection to be performed by Code & Construction Compliance Specialist (SEE Rehabilitation Procedures Section) once all verifications are returned and all applicant forms are completed. The Code & Construction Compliance Specialist may prepare a write-up listing deficiencies to be repaired on property with a cost estimate.

GRANT FILE

Assemble the loan file and evaluate for completeness.

1. Completed applications; including signed verifications and any other attachments

2. Credit report.

3. Lot Book

4. Comparables (Comps)

5. Property tax statement

6. Mortgage statement (if applicable)

7. Registration/Title (if applicable)

8. Copy of Identification Card/Driver's License

9. Income verification (pay-stubs, child support, alimony, SSI-SSP or other).

10. Deficiency List and Cost Estimate.

BID PROCESS

A. Request contract and bid from homeowner to have solicited bid from contractor of his/her choice. Scope of work may require a competitive bid process(SEE Rehabilitation Process Section); or

GRANT APPROVAL & FEES

A. The Program or Administrative Analyst will prepare Grant Narrative Loan Advisory Committee or City Administrator if deemed emergency repair.

Submit grant package to Program or Administrative Analyst to review and to submit for approval by the Loan Advisory Committee or to the City Administrator in event of emergency.

B. Fees to be included in the grant are as follows:

1. Lott Book

2. Credit Report

3. Comps (if a fee applies)

4. Notice of Completion (when applicable)

C. Memo to Finance: (SEE Appendix for Instructions for Memo to Finance Department)

CONSTRUCTION

A. **Work Underway:** (SEE Rehabilitation Procedures Section)

B. **Construction Contract:** The construction contract is the responsibility of the contractor and shall be provided and explained to the homeowner prior to submission to the City Administrator or the Loan Advisory Committee.

C. **Completion of Construction:** (SEE Rehabilitation Procedures Section)

D. **Disbursement of Funds:** Upon acceptance of the completed work by the homeowner, City staff may release the check for the approved contract amount to the contractor.

E. **Notice of Completion:** It shall be the responsibility of the homeowner to complete and record a notice of completion with the Butte County Recorder if he/she desires to obtain verification of material supplier or subcontractor payments by the general contractor.

F. **Final Approval by the State HCD Office When Applicable:** On those rehabilitation projects requiring a permit with the State Housing and Community Development Department, it is the responsibility of the contractor to obtain final approval for the completed work.

G. **Completing the File:** Upon disbursal of all funds, the Housing Development Staff shall complete all necessary documents to close out the file.

H. **Final Letter to Borrower:** Send letter with statement of disposition of funds, notifying applicant of completion date and call-back procedures.

REHABILITATION PROCESS

PROCESS	PROCEDURES
Receive Request for Initial Inspection:	Upon receiving a request for property inspection from the Code and Construction Compliance Specialist, set up owner file: - Attach file checklist. - Obtain copy of Assessor's Parcel Map (confirm location of property within city limits).
Arrange Appointment for Initial Inspection:	Make appointment with owner to inspect property.
Initial Inspection:	Explain Minor Home Repair Grant Program and process. Conduct inspection of property utilizing Section 8 Dwelling Unit Inspection Report to record deficiencies.
Deficiency List and Cost Estimate:	Finish deficiency list and cost estimate for applicant complete with letter of explanation. - Give copy of deficiency list and cost estimate to assigned. Code and Construction Compliance Specialist - Send letter of explanation to applicant.
Review Deficiency List with Owner:	Review repair items and any significant problems concerning the project. - Review bid process with applicant and present him/her with Contractor's List if requested.
Grant Approval Process:	Put Minor Home Grant Program repair file in order while awaiting approval by the Loan Advisory Committee.
Grant Settlement:	Upon signing the grant documents, the applicant is now ready to sign the construction contract with the contractor. Work may now commence.
Work Underway:	Applicant/contractor responsibility.
Completion of Construction:	Applicant/contractor responsibility.

Final Approval by the State HCD Office When Applicable:	Applicant/contractor responsibility.
Final approval by the City of Oroville Building Division:	Applicant/contractor responsibility.
Final Inspection by the Housing Division:	Applicant shall contact the Housing Development Department for final inspection.

ATTACHMENT "B"

Water/ Sewer Lateral Program

As the City of Oroville continues to grow, it is important to recognize that many low-income homeowners reside in older housing where water and/or sewer lateral improvements or replacements are much needed. These are eligible individuals and families whose needs are not being met because the provision of a conventional loan is not feasible or cost-effective because of low or fixed income.

The Water/Sewer Lateral Program has been designed to provide assistance to low- and moderate income owners of homes in the City of Oroville who are otherwise unable to obtain funding resources. The loan is available to hookup the water or sewer laterals from the main water line to the dwelling, regardless if the main water line or any part of the lateral is located in a public right of way. Additionally, funding is available for the installation and replacement of water meters. In cases where it is determined that an emergency or serious health and/or safety hazard exists, the City of Oroville (City) reserves the right to deviate from the Water/Sewer Lateral Program Guideline by allowing the City Administrator to execute all necessary documents and authorize repairs

This program will serve low- and moderate income household located within the City limits of Oroville; however, if funding is limited the program shall prioritize and designate funding to serve a specific at-risk population, largely comprised of the elderly and/or disabled, who need repairs to eliminate basic health and safety problems.

The City shall utilize Business Assistance and Housing Development Department staff to manage and carry out day-to-day functions of the program. It should be recognized that it may be necessary to make adjustments to the program as experience dictates.

GENERAL ELIGIBILITY REQUIREMENTS

A. Location: The Water/Sewer Lateral Program will be made only in neighborhoods within Oroville City limits; and which are designated as a residential area on the Oroville General Plan. The home type may be of stick-built or manufactured/mobile construction. If the home type is manufactured or mobile in constructions.,

B. Borrowers: To be eligible for a Water/Sewer Lateral Program, the applicant must be an owner-occupant of the home to be repaired.

C. Income/Housing Expenses: The applicants must meet the following condition:

1. Household adjusted annual gross income shall be at or below the eighty percent (80%) of the Butte County area-wide median income level as detailed in the guidelines most recently published by the U. S. Department of Housing and Community Development.

DESCRIPTION OF LOAN PROGRAM

A. WATER/SEWER LATERAL PROGRAM

1. Purpose: The purpose of a Water/Sewer Program is to pay the costs of replacing or upgrading the water or sewer laterals from the main water line to the dwelling, or to install a water meter for low and moderate income homeowners whose income is so low that they may not have the funds to pay for the necessary repair or replacement on their own.

2. Maximum Loan Amount:
The amount of a Water/Sewer Lateral Program Loan shall not exceed the actual and approved cost of all necessary repairs or replacement. No funds will be paid for improvements that are made prior to approval of an application for such loan funding. In such cases where there is not sufficient equity or no equity, on a case-by-case basis, the Loan Advisory Committee can approve a Grant in an amount up to $5,000.

APPLICATION PROCESS

A.) Advise applicant of general objectives and benefits of the program.

B.) Obtain information/documentation from applicant

1. Home is in City Limits
2. Documentation on residential zoning
3. Owner-occupied?
4. Documentation of Applicant's income
5. Documentation of any assets
6. Proof applicant is owner on record
7. Any other documentation that may be necessary as part of the qualifying/application process

C.) Assist owner in completing all necessary forms

1. City of Oroville Water/Sewer Lateral Program Program Application & all attachments
2. Copy of most recent property tax statement.
3. Medical verification of need (as required).
4. Verification of SSI-SDI (as required)
5. Copy of Mortgage Statement (if applicable)

DETERMINATION OF REPAIR WORK

A. Initial deficiency Inspection to be performed by Code & Construction Compliance Specialist (SEE Rehabilitation Procedures Section) once all verifications are returned and all applicant forms are completed. The Code & Construction Compliance Specialist may prepare a write-up listing deficiencies to be repaired on property with a cost estimate. Additionally, it will be necessary to have Closed-circuit Television (CCTV) survey and recording of the laterals per specifications.

BID PROCESS

A. Request contract and bid from homeowner to have solicited bid from contractor of his/her choice. Scope of work may require a competitive bid process (SEE Rehabilitation Process Section); or

GRANT APPROVAL & FEES

C. The Program or Administrative Analyst will prepare Grant Narrative for the Loan Advisory Committee or City Administrator if deemed emergency repair.

D. Fees to be included in the grant are as follows:

1. Lott Book

2 .Credit Report

3. Comps (if a fee applies)

4. Notice of Completion (when applicable)

C. Memo to Finance: (SEE Appendix for Instructions for Memo to Finance Department)

CONSTRUCTION

A. Work Underway: (SEE Rehabilitation Procedures Section)

B. Construction Contract: The construction contract is the responsibility of the contractor and shall be provided and explained to the homeowner prior to submission to the City Administrator or the Loan Advisory Committee.

C. Completion of Construction: (SEE Rehabilitation Procedures Section)

D. **Disbursement of Funds:** Upon acceptance of the completed work by the homeowner, City staff may release the check for the approved contract amount to the contractor.

E. **Notice of Completion:** It shall be the responsibility of the homeowner to complete and record a Notice of Completion with the Butte County Recorder if he/she desires to obtain verification of material supplier or subcontractor payments by the general contractor.

G. **Completing the File:** Upon disbursement of all funds, City Staff shall complete all necessary documents to close out the file.

H. **Final Letter to Borrower:** Send letter with statement of disposition of funds, notifying applicant of completion date and call-back procedures.

INSURANCE REQUIREMENTS FOR CONSULTANTS

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

Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

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

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

Acceptability of Insurers

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

Verification of Coverage

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

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **AMY BERGSTRAND, MANAGEMENT ANALYST III**
BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

RE: **NATIONAL ENVIRONMENTAL POLICY ACT PREPARATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME RELATING TO THE GRAND AVENUE SIDEWALK PROJECT**

DATE: **MAY 16, 2017**

SUMMARY

The Council will receive information regarding the utilization of R.L. Hastings and Associates' expertise to assist in the preparation of the National Environmental Policy Act (NEPA) for the Community Development Block Grant (CDBG) Program Income Sidewalk Project located at Grand Avenue between Tuscany Drive and Table Mountain Boulevard, in the amount of $1,500.

DISCUSSION

Staff is in the process of clearing general conditions with State CDBG to utilize CDBG program income to install approximately 250' of new sidewalk along a portion of Grand Ave. that is currently a dirt path. Three (3) pedestrian ramps will be replaced with ADA compliant pedestrian ramps at the corners of Grand Avenue and Table Mountain Boulevard and the corner of Grand Ave. and Tuscany Dr. Additionally, one new ADA compliant pedestrian ramp will be installed at the west and east corner of Grand Ave. and Tuscany Dr.

One aspect of clearing conditions is the completion of the NEPA. The project requires the City to make a determination of whether the project achieves compliance with each applicable statute, Executive Order or regulation with or without requiring formal consultation procedures, mitigation, permits or having adverse effects on the resources protected by the statute and to document the sources of the determination on a Statutory Worksheet for each listed Federal statute, regulation and authority. As this process is lengthy and requires extreme attention to detail, staff requested the assistance from R. L. Hastings and Associates in order complete this process within the City's narrow time frame and limited staff availability.

FISCAL IMPACT

Fee for services in the amount of $1,500 will be paid from the City Revolving Loan Fund 7111-6360-4608460. The balance of the Revolving Loan Fund is $219,326.

No impact to the General Fund.

RECOMMENDATIONS

None. Informational only.

ATTACHMENTS

None

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **SCOTT E. HUBER, CITY ATTORNEY**
ADMINISTRATION DEPARTMENT

RE: **EMPLOYMENT AGREEMENT WITH RUTH WRIGHT**

DATE: **MAY 16, 2017** ***(Continued from May 2, 2017)***

SUMMARY

The Council may consider an Employment Agreement with Ruth Wright to serve as the City's Director of Finance.

DISCUSSION

The existing Employment Agreement with Ruth Wright is set to expire in October 2017. Following receipt of a positive evaluation, Ms. Wright requested an extension to her current employment agreement. Ms. Wright has requested similar terms as were recently approved for the Assistant City Administrator and Community Development Director, and the Public Safety Officer and Acting Personnel Officer. The Council will consider a new employment agreement for the position of Director of Finance.

Ms. Wright has served as the City's Director of Finance for more than two years. During that time, Ms. Wright has accomplished the following tasks:

- Submitted timely budgets to the Council;
- Reviewed and revised policies related to bad debt, uncashed check, credit card and fund balance policies;
- Assisted in the RDA excess bond proceeds project;
- Finalized the transfer of information to the "Open Gov" website, the City's financial transparency website tool;
- Completed the transition to a new City Banking provider;
- Increased the frequency of Finance check runs to meet department needs;
- Streamlined the City's Funds and closed unnecessary Funds during the implementation of new software (went from over 100 to 62);
- Completed the City's Health Diagnostic Tool Report recommended by the League of Cities;
- Cleanup of outstanding checks dating back to 1990;
- Reorganized the accounting system to allow for streamlined financial reporting;
- Implemented new software with the following efficiencies:
    - No more paper check vouchers, saving staff time and money printing and distributing
    - Set up the City's accounts receivable module, prior system not capturing cumulative balances

    - Implemented scanned invoices so users can access
- Performed the functions of the department while always meeting deadlines and performance goals in a timely manner and operating within the budget provided for by Council.

In addition, Ms. Wright recently received a positive evaluation from the Council.

Beyond the accomplishments listed above, Ms. Wright is currently working on the full implementation of new City Software which includes electronic time sheets, paperless accounts payable, electronic workflows, and will help IT build utility billing in laser fiche. All of these things will help the City operate more efficiently to enable staff to accomplish more tasks utilizing the same amount of personnel.

The Employment Agreement is similar in effect to those recently approved by the Council for other positions. The Employment Agreement provides for no increase in compensation at this time. The agreements extend for a term of three years. In addition, Ms. Wright will contribute 12% of her salary toward the CalPERS obligation resulting from the employment agreement.

For ease of reference, all changes from the prior agreements between the parties are underlined and utilize red text.

FISCAL IMPACT

No fiscal impact at this time.

RECOMMENDATION

Adopt Resolution No. 8601 – 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 RUTH WRIGHT – (Agreement No. 3093-2).

ATTACHMENTS

A - Resolution No. 8601
B - Agreement No. 3093-2

CITY OF OROVILLE
RESOLUTION NO. 8601

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 RUTH WRIGHT

(Agreement No. 3093-2)

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 Employment Agreement between the City of Oroville and Ruth Wright to serve as the City's Director of Finance.

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 May 16, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

EMPLOYMENT AGREEMENT BETWEEN
THE CITY OF OROVILLE AND RUTH WRIGHT

This employment agreement ("Agreement") is made and entered into on May 2, 2017**,** by and between the City of Oroville ("City") and Ruth Wright ("Wright") both of whom understand as follows:

Witnesseth:

WHEREAS, City desires to employ the services of Wright as its Finance Director; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish wages, hours, terms and conditions of employment for Wright; and

WHEREAS, Wright desires to accept employment as the Finance Director of the City.

Now, therefore, in consideration of the mutual covenants herein contained, the parties agree that this Agreement supersedes in total any prior employment agreements between the parties, and further agree as follows:

Section 1. Duties:

City hereby agrees to employ Wright as Finance Director of City to perform the functions and duties specified for the position in the Oroville City Charter, Municipal Code of the City, the approved job descriptions and such other legally permissible and proper duties and functions as the Council shall from time to time assign to her.

Section 2. Term; Termination; Severance Compensation:

A. The term of this Agreement shall be May 2, 2017 through May 1, 2020. Wright agrees to remain in the employ of City until May 1, 2020 and shall not become employed by any other city until the expiration date of this agreement, subject to the provisions of Subsection 2.B of this Agreement.

B. As an at will employee, City may terminate this agreement at any time with or without cause. If the City discharges Wright from her position, without cause, as Finance Director, the City shall pay Wright a lump-sum cash payment equal to six months' salary. In addition, Wright shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation and administrative leave. The City shall not contribute any payment towards continued health insurance (i.e. COBRA) or any other benefits contained in this Agreement, including but not limited to vehicle allowance and technology allowance. However, in the event Wright is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, Wright shall have the opportunity to retire from City employment through PERS, in lieu of termination.

C. On or before November 1, 2019, Wright shall give written notice to City if she wishes to extend the agreement. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to Wright of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council

disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this agreement shall terminate as outlined in Paragraph 2.A, and thereafter Wright shall not be entitled to any compensation except for any accrued vested benefits as listed above.

Section 3. Random Drug Testing Policy:

Wright agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Wright becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2.C.; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 5. Salary:

A. The following salary range is applicable to Wright following the effective date of this Amendment:

A	B	C	D	E	F	G	H
$111,933	$117,529	$123,406	$129,576	$136,055	$142,857	$150,000	Bonus*

*SSI up to 10% Bonus must be approved by City Council

Wright shall be at Step B upon approval of this Agreement.

B. Wright shall receive a 2% salary increase upon 25 years of service with the City and will receive an additional 2% salary increase upon 29 years of service.

Section 6. Performance Evaluation:

A. The Council shall direct the City Administrator to complete a performance evaluation of Wright prior to May 2 of each year of this contract and during any extension period of this contract. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Wright. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Wright. The City Administrator's evaluation of Wright will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Wright's final evaluation.

B. The Council and Wright shall define the criteria that they determine necessary for the proper operation of the City departments overseen by Wright and the attainment of the Council's goals and objectives, and shall further establish a relative priority among them. All such goals and objectives shall be reduced to writing. The goals and objectives shall be reasonably attainable within the time and budgetary resources allocated to Wright to achieve them.

Section 7. Hours of Work; Administrative Leave:

Wright shall be employed on a full-time basis, and for optimal customer service should perform such work during City Hall's normal business hours. However, it is recognized that Wright shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per calendar year of Administrative Leave. Such leave may be taken upon approval of the City Administrator. Wright shall have the option to cash out up to 20 hours of administrative leave per calendar year. In the event another department head for the City receives greater benefits than those provided by this Section, Wright shall automatically receive the same benefit as the other department head.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Wright, after completing six (6) months of employment with the City shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against Wright's sick leave. Wright, desiring such leave, shall notify in writing the City Administrator of the time of absence needed and the expected date of return to work.

The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile allowance to Wright in the amount of $300/month to compensate her for the use of her private vehicle for City business. If the City requires Wright to travel outside a 50-mile radius of the City of Oroville, Wright shall be reimbursed at the current City allowed mileage rate for any mileage outside the 50-mile radius. Wright and City may agree to provide her with a City vehicle in lieu of such automobile allowance. In the event another department head for the City receives greater benefits than those provided by this Section, Wright shall automatically receive the same benefit as the other department head.

Section 10. Vacation and Sick Leave:

Wright shall accumulate sick leave at the rate of one (1) workday for each month of employment, beginning the first calendar month following employment. Wright shall be permitted to accumulate an unlimited amount of sick leave.

Wright shall accumulate vacation leave at the rate of 20 working days of vacation per year. Wright shall be permitted to accumulate an unlimited amount of vacation leave.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Wright and her eligible dependents.

Section 12. Holidays: Wright is authorized to celebrate the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. The Day After Thanksgiving Day
11. Last Work Day Before Christmas Day
12. Christmas Day

Section 13. Technology Fee:

City shall provide a technology allowance to Wright in the amount of $100/month to compensate her for the use of her private cell phone and laptop/tablet for City business. In the event another department head for the City receives greater benefits than those provided by this Section, Wright shall automatically receive the same benefit as the other department head.

Section 14. Retirement:

Wright will pay a total of 12% of eligible salary toward the employee share of her CalPERS retirement contributions. In the event that any legislation mandates that the employee share increase above 12% during the term of this agreement or any extensions, Wright and City agree to negotiate terms for the implementation of any increase.

The parties agree that effective on such date as CalPERS approves a contract amendment implementing a cost sharing agreement pursuant to Government Code Section 20516 ("Section 20516"), Unrepresented Miscellaneous Management Unit Members shall pay five percent (5%) of their compensation towards the City of Oroville employer contribution rate, pursuant to Section 20516. The foregoing five percent (5%) shall be over and above their normal contribution rate of seven percent (7%), required by PERL, for a total contribution of twelve percent (12%).

The City shall provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for Wright.

Sick Leave Conversion at the Time of Retirement:

Upon retirement, pursuant to PERS, from City employment only, the City shall pay monthly premium benefits (Medical, Dental, Vision, Long-Term Disability and Life Insurance) for Wright at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement.

At the end of such premium payments, Wright shall have the option of continuing insurance coverage at her own expense, consistent with current City policy and Federal law. If a retired

Wright becomes deceased before her benefit has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

Wright shall have the option, upon retirement, to convert sick leave for PERS retirement credit or use sick leave balance for medical insurance credit, as outlined above or may use a portion of her Sick Leave Credit between the two programs, subject to PERS requirements.

Section 15. Deferred Compensation Plan:

The City shall provide a Deferred Compensation Plan for Wright. The City shall contribute 3% of Wright's base salary to Wright's Deferred Compensation Plan. In addition, the City shall match the first 2% that Wright contributes to Wright's Deferred Compensation Plan.

Section 16. Outside Employment:

During the term of the agreement, and any extensions thereof, Wright shall not accept any outside employment of any kind or character without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Wright necessary for her continuation and full participation in national, regional, state and local associations and organizations as are desirable for her continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Wright for professional and official travel, meetings, and occasions to continue the professional development of Wright, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Wright serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Wright for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Wright, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Finance Director portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Wright is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Wright's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Wright against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Wright's duties as the Finance Director, except for any civil action or proceeding brought against Wright for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Wright under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

A. The Council may fix other terms and conditions of employment, as it may determine from time to time relating to the performance of Wright, following consultations with her, provided such terms and conditions are not inconsistent with or in conflict with the provisions of the agreement, the City Charter, the Code of the City of Oroville, or any other law.

B. It is understood and agreed by City and Wright that Wright is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Wright serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965

B. TO WRIGHT: Ruth Wright, at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.

B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Wright.

C. The agreement shall not be assigned by Wright or City.

D. The agreement shall not be modified without the written consent of Wright and City.

E. If any provision, or any portion thereof contained in the agreement is held unconstitutional, invalid or unenforceable, the remainder of the agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held May 2, 2017.

CITY OF OROVILLE	**RUTH WRIGHT**
_____	_____
Linda L. Dahlmeier, Mayor	Ruth Wright

APPROVED AS TO FORM:

_____

Scott E. Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **JAMIE HAYES, ASSISTANT CITY CLERK**
DONALD RUST, ACTING CITY ADMINISTRATOR
ADMINISTRATION DEPARTMENT

RE: **RESOLUTION IN SUPPORT FOR THE NATIONAL PARK SYSTEM**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider a Resolution in support for the National Park System.

DISCUSSION

Recently, the Pew Charitable Trusts, an independent nonprofit organization – the sole beneficiary of seven individual trusts established between 1948 and 1979 by two sons and two daughters of Sun Oil Company founder Joseph N. Pew and his wife, Mary Anderson Pew, and a cross section of business and community leaders from all 50 states, sent key members of Congress a letter urging them to make repairing our national parks a priority. The letter, with 1,800 signatures, asked lawmakers to guarantee funding to chip away at the National Park Service's almost $12 billion deferred maintenance list and put measures in place to prevent the backlog from growing.

Vice Mayor Goodson and Council Member Draper have requested that this item be presented to the Council for consideration in support of maintaining and repairing our National Park System.

RECOMMENDATION

Adopt Resolution No. 8603 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, IN SUPPORT FOR THE NATIONAL PARK SYSTEM.

ATTACHMENTS

A – Resolution No. 8603
B – Letter Submitted to Congress

CITY OF OROVILLE
RESOLUTION NO. 8603

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, IN SUPPORT FOR THE NATIONAL PARK SYSTEM

WHEREAS, America's National Park System is a living testament to our citizens' valor, our nation's hardships, our victories, and our traditions as Americans, and has been called "America's Best Idea;" and

WHEREAS, the National Park System preserves the diversity, culture, and heritage of all Americans, and serves as a living classroom for future generations; and

WHEREAS, in 2016, the National Park Service is celebrating its centennial and currently manages 410 nationally significant sites and an invaluable collection of more than 75,000 natural and cultural assets that span 84 million acres across all 50 states, the District of Columbia, and several U.S. territories and insular areas; and

WHEREAS, the National Park Service's mission is to "to conserve the scenery and the natural and historic objects and the wild life therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations;" and

WHEREAS, in 2015, the National Park System had more than 305 million visits; and

WHEREAS, in 2014, National Park Service estimates indicate that park visitors spent more than $15 billion at the sites and in the states and local communities adjacent to national parks; and

WHEREAS, the National Park Service has the obligation to preserve our nation's history; promote access to national parks for all citizens; stimulate revenue to sustain itself and nearby communities; educate the public about America's natural, cultural and historical resources, and provide safe facilities and environs to enjoy these resources; and

WHEREAS, in 2016, the National Park Service estimated a deferred maintenance backlog of nearly $12 billion, which includes repairs to aging historical structures, trails, sewers, drainage, thousands of miles of roads, bridges, tunnels, and other vital infrastructure; and

WHEREAS, it is the responsibility of Congress to maintain America's national parks to ensure our natural places and our history is preserved and documented for future generations, and for the adjacent communities that rely on the direct and indirect economic benefits generated by visits to national park sites.

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

1. The City Council of the City of Oroville, California, strongly encourages Congress to create a reliable, predictable stream of resources to address deferred maintenance needs in America's National Park System.

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 May 16, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

Restore America's Parks

April 4, 2017

The Honorable Lisa Murkowski
Chair
Interior Subcommittee
Committee on Appropriations
Washington, DC 20510

The Honorable Ken Calvert
Chair
House Subcommittee on
Interior, Environment, and Related Agencies
Washington, DC 20515

The Honorable Tom Udall
Ranking Minority Member
Interior Subcommittee
Committee on Appropriations
Washington, DC 20510

The Honorable Betty McCollum
Ranking Minority Member
House Subcommittee on
Interior, Environment, and Related Agencies
Washington, DC 20515

Dear Chair Murkowski, Chair Calvert, Ranking Member Udall, and Ranking Member McCollum:

2016 marked the 100th birthday of the National Park Service (NPS), which oversees more than 400 natural and cultural areas in all 50 states and most U.S. territories. NPS faces a growing challenge in adequately maintaining its sites to ensure that visitors can experience the parks' natural beauty and learn about our nation's history. After decades of underfunding, NPS has an infrastructure repair backlog estimated at $11.9 billion (FY 2015). This includes crucial repairs to aging historical structures and thousands of miles of roads and trails, bridges, tunnels, sewers, drainage, and other vital infrastructure.

Writer and historian Wallace Stegner said that national parks are "the best idea we ever had. Absolutely American, absolutely democratic, they reflect us at our best rather than our worst." As companies, organizations, and associations, we support addressing the infrastructure repair backlog throughout these parks.

To address the backlog and put our national parks on sound financial footing for the future, we must do the following

- Create a guaranteed federal fund that will chip away at the estimated $11.9 billion backlog over time.
- Implement policy reforms, such as entry and vendor fees, that will help to prevent repair backlog from accruing to begin with.
- Direct more Highway Trust Fund dollars to NPS, as half of the estimated $11.9 billion backlog is attributed to the 10,000 miles of roads and hundreds of bridges and tunnels that NPS must maintain and repair.
- Provide additional opportunities for public-private opportunities to address infrastructure repair.

From the Grand Canyon and the Great Smoky Mountains, to the Statue of Liberty to battlefields like Gettysburg, the National Park System serves as a living testament to our citizens' valor, our hardships, our victories, and our traditions as Americans. We need to ensure that our children and grandchildren are able to see and appreciate our rich history in these places, and to learn more about the people and lands that have shaped us as a nation.

We urge you to work with us to protect our national parks well into the future and, in particular, to support guaranteed funding for infrastructure repair needs.

Sincerely,

National Supporters

American Alpine Club
American Alpine Institute
American Cultural Resources Association
American Institute of Architects
Archaeological Institute of America
American Hiking Society
Asian and Pacific Islander Americans in Historic Preservation
Coalition to Protect America's National Parks
Family Motor Coach Association
GreenLatinos
Hispanics Enjoying Camping Hiking & the Outdoors (HECHO)
International Dark-Sky Association
International Inbound Travel Association
International Mountain Bicycling Association
Institute for Bird Populations
Kappa Alpha Phi Fraternity, Inc.
National Parks Conservation Association
National Trust for Historic Preservation
Outdoor Industry Association
Recreation Vehicle Industry Association
Society for American Archaeology
Society for Historical Archaeology
Student Conservation Association
The Corps Network
The Pew Charitable Trusts
Tourism Cares
U.S. Conference of Mayors
Vet Voice Foundation

State Supporters

Alabama

Statewide Supporters
Alabama NAACP
Gulf Restoration Network
Southeast Tourism Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Chamber of Commerce Association of Alabama (statewide)
Alexander City Chamber of Commerce
Cherokee County Chamber of Commerce
Colbert County Tourism and Convention Bureau
Dadeville Area Chamber of Commerce
Florence-Lauderdale Convention and Visitors Bureau
Fort Payne Chamber of Commerce
Greater Jackson County Chamber of Commerce
MainStreet Alexander City
Shoals Chamber of Commerce
Selma and Dallas Co. Chamber of Commerce and Tourism Information

Gateway Community businesses and organizations
Friends of the Preserve at Little River Canyon

Alaska

Gateway Community resolutions
City of Homer
City of Seward
Kenai Borough
Municipality of Skagway Borough

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Cooper Landing Chamber of Commerce
Cordova Chamber of Commerce
Discover Kodiak
Explore Fairbanks
Greater Whittier Chamber of Commerce
Kenai Peninsula Tourism Marketing Council
Talkeetna Chamber of Commerce
Valdez Convention and Visitors Bureau
Kodiak Chamber of Commerce
Mat-Su Convention and Visitors Bureau
Seward Chamber of Commerce
Skagway Chamber of Commerce
Skagway Convention and Visitors Bureau
Soldotna Chamber of Commerce

Arizona

Gateway Community resolutions
City of Cottonwood
City of Tucson
Pima County

Elected Officials
Andrea Dalessandro, State Senator, District 2 (Green Valley)
Olivia Cajero Bedford, State Senator, District 3 (Tucson)
Lisa Otondo, State Senator, District 4 (Tucson)
Jamescita Peshlakai, State Senator, District 7 (Cameron)
Steve Farley, State Senator, District 9 (Tucson)
David Bradley, State Senator, District 10 (Yuma)
Matt Kopec, former State Representative, District 9 (Tucson)
Art Babbott, County Commissioner, Coconino County
Diane Jones, Mayor, Cottonwood
Coral Evans, Mayor, Flagstaff
Jamie Whelan, Vice Mayor, Flagstaff
Celia Barotz, City Council, Flagstaff
Jonathan Rothschild, Mayor, Tucson
Karin Uhlich, City Council, Tucson
Paul Cunningham, City Council, Tucson
Regina Romero, City Council, Tucson
Steve Kozachik, City Council, Tucson
Shirley Scott, City Council, Tucson
Adelita Grijalva, School Board, Tucson
Beki Quintero, School Board, Tucson
Eva Carrillo Dong, School Board, Tucson
Ramon Valadez, Board of Supervisors, Pima County
Raymond Carroll, Board of Supervisors, Pima County
Richard Elias, Board of Supervisors, Pima County

Statewide Supporters
Arizona Center for Law in the Public Interest
Arizona Conservation Corps
Arizona Native Plant Society
Arizona Preservation Foundation
Latinos for National Parks
Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Ajo District Chamber of Commerce
Bisbee Visitor Center/Discover Bisbee
Bowie Chamber of Commerce
Dolan Springs Chamber of Commerce
Florence Visitor Center
Gila Bend Chamber of Commerce
Greater Douglas Chamber of Commerce
Greater Oro Valley Chamber of Commerce
Greater Vail Area Chamber of Commerce
Green Valley Sahuarita Chamber of Commerce and Visitor Center
Marana Chamber of Commerce
Nogales-Santa Cruz County Chamber of Commerce and Visitor Center
Sedona Chamber of Commerce and Tourism Bureau
Sunland Visitor Center
Visit Mesa
Visit Tucson
Willcox Chamber of Commerce

Gateway Community businesses and organizations
Arizona Vintage Sign Coalition
BK's Carne Asada & Hot Dogs
Blair Charity Group
Blenman Elm Housing, LLC
Bourn Companies
Canyon Inn Flagstaff
Casa Maria Catholic Worker Community
Cascabel Conservation Association
Cesar Chavez Holiday Coalition
Chambers Chambers, LLC

CIC Hotels
City Center for Collaborative Learning
Coalition for Sonoran Desert Protection
Conecta Los Puntos
Crow Communications Group, Inc.
Dan Cavanagh, Inc
DeTours of AZ
Economic & Human Dimensions Research Assoc.
Empire Fagan Coalition
Four Peaks Brewing Company
Flame Tree Initiative
Friends of Cabeza Prieta
Friends of Flagstaff's Future
Friends of Ironwood Forest
Friends of Madera Canyon
Friends of Petrified Forest National Park
Friends of Saguaro National Park
Friends of Tortolita
Gadsden Company
Gates Pass Area Neighborhood Association
General Air Control
Hotel Congress
JL Investments
Kahtoola, Inc.
Linda Cato Arts
Modern Works Music Publishing
Natural Allies
Northern Arizona Center for Entrepreneurship & Technology
Northwest Neighborhood Alliance
O.A.R.S. Family of Companies
Peach Properties
Poster Frost Mirto Architecture
Raven Eye Design LLC
REA Media Group
RF Strategies
RLB Rider Levett Bucknall
Rocco's Little Chicago
Safford Peak Watershed Education Team
Sandor Vineyards
Save the Scenic Santa Ritas
Sierra Club – Grand Canyon Chapter
Sierra Club – Rincon Group
Sky Island Alliance
Sky Island Watch
Society for Ecological Restoration
Sonoran Institute
Southwestern Biological Institute
Stewart Travel
Super 8 Hotel - Conference Center
NAU/Downtown
The Shanty
Tortolita Homeowners Association
Tucson Audubon Society
Tucson Electric Vehicle Association
Tucson Herpetological Society
Tucson Historic Preservation Foundation
Tucson Mountains Association
Watershed Management Group
Western Sky Communications

Arkansas

Statewide Supporters

Arkansas Hospitality Association
Arkansas State Parks, Recreation, and Travel Commission
Southeast Tourism Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Arkansas State Chamber of Commerce
Bentonville-Bella Vista Chamber of Commerce
Calico Rock Area Chamber of Commerce
Dumas Chamber of Commerce
Experience Fayetteville
Fayetteville Chamber of Commerce
Fort Smith Convention and Visitors Bureau
Greater Hot Springs Chamber of Commerce
Harrison Convention and Visitors Bureau
Norfork Lake Chamber and Tourism
Northwest Arkansas Council
Ozark Mountain Region
Rogers-Lowell Area Chamber of Commerce
Searcy County Chamber of Commerce
Visit Bentonville
Visit Hot Springs

Gateway Community businesses and organizations

Friends of Hot Springs National Park
Friends of the North Fork and White Rivers

California

Gateway Community resolutions
Town of Fairfax
City of Novato
City of Petaluma
Town of Ross

Elected Officials
Cecilia Aguiar-Curry, Assembly, 4th District
Richard Kerr, Mayor, Adelanto
Paul Pitino, Mayor, Arcata
Mary Sure Maurer, Mayor, Calabasas
Randall Bonner, City Council, Canyon Lake
Randall Stone, City Council, Chico
Joseph Tessari, Mayor, Eastvale
Brady Jenkins, Mayor, Firebaugh
Serge Dedina, Mayor, Imperial Beach
John McCauley, Mayor, Mill Valley
Dawn Haggerty, Mayor, Canyon Lake
Blake Inscore, Mayor Pro Tem, Crescent City
Renee Goddard, Mayor, Fairfax
Jack Castro, City Manager, Huron
Bruce Blayney, Mayor, Kingsburg
Catherine Way, Mayor, Larkspur
Derek Robinson, Mayor Pro Tem, Madera
Tim Stearns, Mayor Pro Tem, Mt. Shasta
Evan Phelps, Mayor, Nevada
Reinette Senum, City Council, Nevada
Valerie Moberg, City Council, Nevada
Janet Goodson, Vice Mayor, Oroville
Carmen Ramirez, Mayor Pro Tem, Oxnard
Robert Moon, Mayor, Palm Springs
David Glass, Mayor, Petaluma
Dave King, Vice Mayor, Petaluma
Jim Cunningham, Mayor, Poway
Mary Fast, City Council, Reedley
Susan Rohan, Mayor, Roseville
Kathleen Hoertkorn, Mayor, Ross
Frank Gonzalesz, Mayor, Sanger
Kate Colin, Vice Mayor, San Rafael
Helene Schneider, Mayor, Santa Barbara
Harwood White, Mayor Pro Tem, Santa Barbara
Peter Zahn, Deputy Mayor, Solana Beach
Julie Fulkerson, Former Mayor, Trinidad
Gary Soiseth, Mayor, Turlock
Erik Nasarenko, Mayor, Ventura
Warren Gubler, Vice Mayor, Visalia
Robert Leone, Mayor, Yucca Valley
Rodrigo Espinoza, Supervisor, Merced County
Richard Anderson, Supervisor, Nevada County
John Gray, Supervisor, Tuolumne County
Matthew Serratto, City Council, Merced
Jose Ornelas, City Council, San Joaquin
Norman Shaskey, City Council, Yreka

Statewide Supporters
Asian and Pacific Islanders Americans in Historic Preservation
California Wilderness Coalition
Coalition for Responsible Transportation Priorities
CREEC Network
Endangered Habitats League
Forests Forever
Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Anderson Chamber of Commerce
Bishop Area Chamber of Commerce and Visit Bishop
Calaveras Visitors Bureau
Camarillo Chamber of Commerce and Visit Camarillo
Cathedral City Chamber of Commerce
Crescent City/Del Norte County Chamber of Commerce
Death Valley Chamber of Commerce
Fresno/Clovis Convention and Visitors Bureau
Goleta Valley Chamber of Commerce

Half Moon Bay Coastside Chamber of Commerce and Visitors Bureau
Joshua Tree Chamber of Commerce
King City Chamber
Lake Almanor Chamber & Visitor Center
Larkspur Chamber of Commerce
Mammoth Lakes Chamber of Commerce
Mammoth Lakes Tourism
Millbrae Chamber of Commerce
Mt. Shasta Chamber of Commerce
Oakhurst Chamber of Commerce
Oxnard Chamber of Commerce
Oxnard Convention and Visitors Bureau
Palm Desert Area Chamber of Commerce
Red Bluff Chamber of Commerce
Ridgecrest Area Convention and Visitors Bureau
San Benito County Chamber of Commerce and Visitors Bureau
San Carlos Chamber of Commerce
San Francisco Chamber of Commerce
San Francisco Convention and Visitors Bureau
San Mateo Chamber of Commerce
San Mateo County/Silicon Valley Convention and Visitors Bureau
Santa Barbara Chamber of Commerce
Santa Barbara Convention and Visitors Bureau
Santa Monica Tourism and Travel
Simi Valley Chamber Tourism Alliance
Soledad-Mission Chamber of Commerce
Tehachapi Chamber of Commerce
Tehama Country Visitor Center
Tulelake Chamber of Commerce
Twentynine Palms Chamber of Commerce
Ventura County Lodging Association
Ventura Visitor and Convention Bureau
Visalia Convention and Visitors Bureau
West Marin Chamber of Commerce

Gateway Community businesses and organizations

Aimee June Winery
All Solar Electric
Applied Solar Energy
Arts Alliance of Three Rivers
ASI Peak Adventures
Audubon Canyon Ranch
Aztec Mobilehome Estates
Bay Area Discovery Museum
Bear Yuba Land Trust
BeeGreenFarm
Big Sur Garden Gallery
Big Sur Tours
Big Wheel Tours
Buckeye Tree Lodge
Calaveras Winegrape Alliance
Cal-Flor Accessory Systems
California Native Plant Society - Mount Lassen Chapter
California Native Plant Society - Alta Peak Chapter
Castle Rock Climbing School
Cedar Lanes
Center for Sierra Nevada Conservation
Central California Inbound & Refined Journeys
Central Sierra Environmental Resource Center
Channel Islands Outfitters
Clearwater Lodge – Fall River Mills
Cliffhanger Guides
Committee for Green Foothills
Community Energy Services Corporation
Community Venture Partners, Inc.
Conscious Elders Network
Conservation Corps North Bay
Courtyard by Marriott, Larkspur
Coyote Corner
Desert Adventures Red Jeep Tours & Events
Diner on Main/California Banquet Corp.
Eagle House Victorian Inn
Eagle Rider Motorcycles
El Morocco Inn & Day Spa
Five Dot Ranch
Grass Valley Retreat Home Rental
Gray Whales Count
Green Gulch Farm
Greenway Partners
Homestead Inn
Hostelling International USA- Los Angeles Santa Monica Hostel
Island Packers Company
Johnny's Bar & Grill
Johns Place Restaurant, Twentynine Palms
Joshua Tree adventures
Let's Go! Travel
Maturango Museum
McKellar Family Farms
Mother Road Enterprises
Mount Shasta Bioregional Ecology Center
Mount Shasta Retreat
Museum of Contemporary Art Santa Barbara
Naylor's Organic Family Farm Stay

North Shore Ace Hardware
Ojai Raptor Center
Ol' Buckaroo Diner, Three Rivers
Ore-Cal Resource Conservation & Development
Platypus Tours Limited
Red and White Fleet
Reimer's Candies
Rio Sierra Riverhouse
River's Edge Boutique
Sagewater Spa
Sail Channel Islands
Samudra Skin & Sea
San Francisco Baykeeper
San Francisco Parks Alliance
Santa Barbara Botanic Garden
Santa Barbara Museum of Natural History
Sequoia Riverlands Trust
Sequoia Village Inn, LLC
Servpro of Palm Springs
SF Fire Engine Tours & Adventures
Sierra Cascade Land Trust Council
Sierra Club - Yahi Group
Siskiyou Land Trusts
SW Stories with Steve Brown (KVCR PBS TV)
Spin & Margies Desert Hideaway
Sushi Ran
Tehama Oaks Winery
The Joshua Tree Tortoise Telegraph Newspaper
The Kaweah Commonwealth
The O.A.R.S. Family of Companies
The O.A.R.S. Foundation
The Sun Runner Magazine
Theatre on the Ridge
Tributary Whitewaters Tour
Trickle Creek Ranch
Tule Lake Committee, Inc.
Turtle Island Restoration Network
Uprising Adventure Guides, Inc.
Urban Hiker SF
Ventana Wildlife Society
Visalia Fox Theatre
We Care Spa
WildCare
WildEarth Guardians
Wilderness Youth Project
Wildling Museum of Art and Nature
YExplore Yosemite Adventures
Yosemite Bug Rustic Mountain Resort
Yosemite Highway Herald
Yosemite Naturalist
Zach Green Films

Colorado

Gateway Community resolutions

City of Cortez
Town of Estes Park
Grand County
Town of Grand Lake
City of Montrose

Elected Officials

Suzanne Jones, Mayor, Boulder
Lisa Morzel, City Council, Boulder
Jan Burton, City Council, Boulder
Bob Holcomb, Town Trustee, Estes Park
Patrick Martchink, Town Trustee, Estes Park
Wendy Koenig, Town Trustee, Estes Park
Bob Overbeck, City Council, Fort Collins
E. Jane Tollet, County Commissioner, Grand County
Kristen Manguso, County Commissioner, Grand County
Merrit Linke, County Commissioner, Grand County
Rosalie Pinney, County Commissioner, Grand County
Becky Elder, Town Trustee, Manitou Springs
Rex Swanson, Mayor, Montrose
Dan Gibbs, County Commissioner, Summit County
Karn Stiegelmeier, County Commissioner, Summit County
Thomas Davidson, County Commissioner, Summit County
John Schafer, City Council, Woodland Park

Statewide Supporters

Colorado Mountain Club
Colorado Youth Corps Association
Continental Divide Trail Coalition
HistoriCorp
Southwest Conservation Corps
The Colorado Mountain Bike Association
Volunteers for Outdoor Colorado
Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Alamosa County Chamber of Commerce
Alamosa Convention & Visitors Bureau
Boulder Convention and Visitors Bureau
Colorado Springs Convention and Visitors Bureau
Dolores Chamber and Visitor Center
Estes Park Economic Development Corporation
Estes Area Lodging Association
Grand County Economic Development
Grand County Tourism Board
Grand Junction Visitor and Convention Bureau
Gunnison-Crested Butte Tourism Association
Moffat Co. Tourism Association
Montrose Chamber of Commerce
Rangely Area Chamber of Commerce
Visit La Junta
Visit Longmont
Visit Estes

Gateway Community businesses and organizations

A La Carte
Alpine Archaeological Consultants, Inc.
Arkansas River Tours
Bluff Lake Nature Center
Bureau
Carefree of Colorado
Center of Southwest Studies, Fort Lewis College
Coalition for the Upper South Platte
Conservation Legacy
Dawn Wilson Photography
Eden Valley Institute
Ela Family Farms
Environmental Learning for Kids (ELK)
Estes Park ATV
Estes Park Mountain Shop
Fall River Village
Fishpond, Inc
Friends of the Peak
Gold Strike Inn
Great Divide Pictures
Heaven's Popcorn
Images of Rocky Mountain National Park
Inkwell & Brew
Jovial Concepts
Jump Start
Junction West RV Park
Kind Coffee
Lewis & Co
Lucky Bear B&B
Macdonald Bookshop
Mountain Man Fruit and Nut Co.
Rinaldo's Paris Bakery
Rocky Mountain Conservancy
Rocky Mountain Holiday Tours
Rocky Mountain Salsa
Sagebrush BBQ and Grill
Sea to Summit
Smart Cookie Treats
Sticks-N-Stones
Styria Bakery
Swiftcurrent Lodge, Inc.
The Bearded Monkey
The Caramel Crisp Shop
The Gearage
The Greenway Foundation
The Hiking Hut
The Hoof and Feather Gallery
The Hub
The Trading Post
Turtle Mountain Tea
Tussey Kids Clothing
Voormi
Walking Mountains Science Center
Western Resource Advocates
Wild Spirits Gallery
WildEarth Guardians
Wildside 4X4 Tours
Wynbrier Home
YMCA of the Rockies
Zippity Zoo Barnyards

Connecticut

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Wilton Chamber of Commerce

Delaware

Statewide Supporters
Delaware Wild Lands
Delaware Nature Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Greater Wilmington Convention and Visitors Bureau

District of Columbia

Gateway Community businesses and organizations
Cultural Heritage Partners, PLLC
Georgetown Heritage

Florida

Statewide Supporters
Florida Hospitality Industry Association
Gulf Restoration Network
Southeast Tourism Society
Florida Restaurant & Lodging Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Bradenton Area Convention and Visitors Bureau
Brevard Tourism Development Council
Convention and Visitors Bureau
Fort Walton Beach Chamber of Commerce
Greater Pensacola Chamber of Commerce
Homestead Main Street
New Smyrna Beach Area Visitors Bureau
Okaloosa County Tourist Development Council
Coconut Grove Chamber of Commerce
Destin Chamber of Commerce
Greater Naples Chamber of Commerce
JAX Chamber of Commerce
Marco Island Chamber of Commerce
Southeast Volusia Chamber of Commerce
St. Augustine, Point Vedra, and The Beaches
Visitors and Convention Bureau
Titusville Chamber of Commerce
Tropical Everglades Visitors Association
Visit Jacksonville
Visit Pensacola

Gateway Community businesses and organizations
JFM LLC
Sweat, LLC
SouthArc, Inc.

Georgia

Gateway Community resolutions
City of Atlanta

Statewide Supporters
Georgia Restaurant Association
Southeast Tourism Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Brunswick-Golden Isles Chamber of Commerce
Cobb Travel and Tourism
Dooly County Chamber of Commerce
Explore Gwinnett
Fort Oglethorpe Tourism Association
Golden Isles Convention and Visitors Bureau
Macon Convention and Visitors Bureau
Macon County Chamber of Commerce
Savannah Area Chamber of Commerce
St. Mary's Convention and Visitors Bureau
Tybee Island Chamber of Commerce
Visit Savannah
Visit Tybee Island

Gateway Community businesses and organizations
6th Cavalry Museum

Hawaii

Statewide Supporters
Hawaii Lodging and Tourism Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Chamber of Commerce Hawaii (statewide)
Maui Hotel and Lodging Association
Molokai Chamber of Commerce

Gateway Community businesses and organizations
Hotel Molokai
Makani Kai Air

Idaho

Elected Officials
Marc Bolduc, County Commissioner, Golding County

Statewide Supporters
Continental Divide Trail Coalition
Idaho Lodging & Restaurant Association
Idaho Retailers Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Hagerman Valley Chamber of Commerce
Hailey Chamber of Commerce
Jerome Chamber of Commerce
Lincoln County Chamber of Commerce
Orofino Chamber of Commerce
Pocatello-Chubbuck Chamber of Commerce
Rigby Chamber of Commerce
Teton Regional Economic Coalition
Twin Falls Chamber of Commerce
Visit Pocatello
Yellowstone Teton Territory

Gateway Community businesses and organizations
BT's Fly Fishing & Photography

Illinois

Statewide Supporters
Illinois Hotel & Lodging Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
South Chicago Chamber of Commerce
Springfield Convention & Visitors Bureau

Indiana

Statewide Supporters
Indiana Tourism Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Indiana Dunes Tourism
Northern Indiana Tourism Development Commission
Perry County Chamber of Commerce
Perry County Development Corporation
Portage Economic Development Corporation
Spencer County Chamber of Commerce

Iowa

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Allamakee County Economic Development & Tourism
Waukon Chamber of Commerce

Kansas

Statewide Supporters
Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Chase County Chamber of Commerce
Emporia Area Chamber and Visitors Bureau
Fort Scott Chamber of Commerce and Tourism Center
Topeka Convention and Visitors Bureau

Kentucky

Gateway Community resolutions
Barren County
City of Brownsville
City of Cave City
Edmonson County
City of Horse Cave
City of Munfordville
City of Park City
Warren County

Elected Officials

Sonny Prunty, City Council, Brownsville
Dwayne Hatcher, Mayor, Cave City
Joseph Durbin, County Commissioner, Edmonson County
Mark Young, County Commissioner, Warren County
Tom Lawrence, County Commissioner, Warren County

Statewide Supporters

Kentucky Association of Convention and Visitors Bureaus
Kentucky Hotel and Lodging Association
Kentucky Travel Industry Association
Southeast Tourism Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Kentucky Chamber of Commerce (statewide)
Bell County Tourism
Bowling Green Area Convention and Visitors Bureau
Cave City Chamber of Commerce
Cave City Tourism and Convention Commission
Caveland Marketing Association, Inc.
Edmonson County Chamber of Commerce
Elizabethtown Convention and Visitors Bureau
Glasgow - Barren County Chamber of Commerce
Hardin County Chamber of Commerce
Harrodsburg/Mercer County Tourist Commission
Hart County Chamber of Commerce

Gateway Community businesses and organizations

Baymont Inn and Suites-Bowling Green
Candlewood Suites-Bowling Green
Fairfield Inn and Suites-Bowling Green
Gerald Printing
Holiday Inn Express-Bowling Green
Jellystone Park of Mammoth Cave
Lost River Cave

Louisiana

Gateway Community resolutions

City of Leesville
City of Monroe
City of Natchitoches
City of New Orleans
St. Bernard Parish

Elected Officials

Regina Barrow, State Senator, District 15 (Baton Rouge)
Barbara Norton, State Representative, District 3 (Shreveport)
Kenny Cox, State Representative, District 23 (Natchitoches)
Ed Price, State Representative, District 58 (Gonzales)
Paula Davis, State Representative, District 69 (Baton Rouge)
Walt Leger III, State Representative, District 91 (New Orleans)
Mitch Landrieu, Mayor, New Orleans
Stacy Head, City Council President, New Orleans
James Gray, City Council, New Orleans
Jared Brossett, City Council, New Orleans
Jason Williams, City Council, New Orleans
LaToya Cantrell, City Council, New Orleans
Nadine Ramsey, City Council, New Orleans
Susan Guidry, City Council, New Orleans
Woody Koppel, School Board, New Orleans
Dawn Collins, School Board, New Orleans
Nolan Marshall, School Board, New Orleans
Barbara Frieberg, School Board, Baton Rouge
Connie Bernard, School Board, Baton Rouge
David Tatum, School Board, Baton Rouge
Vereta Lee, School Board, Baton Rouge
Lee Posey, Mayor, Natchitoches
Don Mims, City Council, Natchitoches

Sylvia Marrow, City Council, Natchitoches
Eddie Harrington, City Council, Natchitoches
Dale Nielsen, City Council, Natchitoches
Lawrence Batiste, City Council, Natchitoches
Rick Allen, Mayor, Leesville
Chris Robertson, City Council, Leesville
Willie Mae Kennedy, City Council, Leesville
Danny Dowd, City Council, Leesville
Tony Shapkoff, City Council, Leesville
Alice Guess, City Council, Leesville
William Thomas, City Council, Leesville

Statewide Supporters

Gulf Restoration Network
Louisiana Council of Teachers of English
Louisiana Environmental Action Network
Louisiana Landmarks Society
Louisiana Living History Foundation
Southeast Tourism Society
Louisiana Public Adjusters
Louisiana Travel Promotion Association
Louisiana Weekly
Louisiana Women's Network

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Jefferson Chamber of Commerce
Lake Charles/Southwest Louisiana Convention & Visitors Bureau
Madison Parish Tourism
Natchitoches Convention and Visitors Bureau
New Orleans Convention and Visitors Bureau
St. Bernard Chamber of Commerce
Visit Jefferson Parish

Gateway Community businesses and organizations

6th District New Orleans Police Advisory Council
AARP-New Orleans Chapter
Lambert Law Office
AJ Sisco Photography
American Association of Blacks in Energy - Southwest Chapter
Archcessory, Inc.
Area Agency on Aging New Orleans
Axxess-It
Barbara Cambias Clark Personal Trainers
Baton Rouge Nanny
BBL&G Financial Consulting
Beads by the Dozen
Benroe Housing Initiatives
Blue Camp Arts LLC
Broadspire
Burton Steel Photography
Cafe Amelie
Cafe Reconcile
Carriere and Dunn CPAs
Carrollton Riverbend Neighborhood Association
Center for Restorative Breast Surgery
Champions of Greater New Orleans
Chic Nouvelle
Ciolino Law Firm
City of New Orleans Sewerage and Water Board
Claver Foundation
Cogent Concepts
Commander's Palace
Community Volunteers Association
Couchsurfing.com
Creole Queen History Cruise
Crimestoppers Inc.
Cumulus Media Baton Rouge Office
D Sixty 7 Consulting
Dan Wally Baker Dance
Debbie de la Houssaye French Translator
District Attorney's Office of New Orleans
Dr. Stanton Lee, Internal Medicine
DYNEL Inc
Einstein Charter School
Elder Action Coalition of New Orleans
Elite Construction
Elizabeth Livingston, Artist
Encore Learning
Evan Barnes Chauffeurs
Evan Barnes Chauffeurs
eVentures Technologies
EWI Healthcare

Faubourg Marigny Improvement Association
Faubourg St. John Neighborhood Association
Frances Chapman Freelance
Friends of Merci Academy
Friends of Our Lady of Good Counsel
Genevieve Trimble, Author
Mark Lewis, Author
Green Party of Louisiana
Gretna Historic Home Tours
Gretna Visitors Center
Gulf South Strategies
H2NOLA
Heller Draper Law Firm
Historic New Orleans Collection
Hog Dat Nation
Holistic Resolution Inc
Hometown Productions
Hop and Jaunt Advertising
Hoskins General Contractor and Landscaping
HRI Properties
Hubie Vigreux Photography
Irish Channel Neighborhood Association
Jauntiness Productions
Jefferson Aging and Disability Resource Center
Jefferson Council on Aging
Jeffersonghostwalk.com
Jericho Road Episcopal Housing
Kabuki Hats
L9 Center for the Arts
LA Manimals
Ladies Auxiliary, Knights of Peter Claver
Latter and Blum Realtors
Lemann Playground No. 2
Living History Foundation
Lofton Staffing
Lots of Green LLC
Loyola University Student Union
LSU Ambassadors
Maraud Foundation
Marshall Studios
Mary Lane Carleton, Preservation Consultant
Melissa Lee Communications
Messy Cookers Jazz Band
Michael Duplantier, ESQ
Mighty Muffins
Mr. Everything Cafe
National Association of Black Accountants, Louisiana
Neighborhood Partnerships Network
New Orleans Ballet Association
New Orleans Coalition
New Orleans Council on Aging
New Orleans Creole Belle Baby Dolls
New Orleans Family Justice Center
New Orleans Fringe Festival
New Orleans Healing Center
New Orleans Rose Association
New Orleans Senior Fest
NOLA Beer Blog
Nolavore
Ocean Star Media LLC
Operation Comeback
Orleans Assessor's Office
Orleans Parish Sheriff's Office
Our Lady of Lourdes Church Alumni
Pendarvis Media
Preservation in Print
Preservation Resource Center
Presse Dufour
Renew Charter School
Rhodes Funeral Home
Scott Shea ESQ
Servesafe
Simmons and White Consulting
Southern Louisiana Community College
Southern Oaks Plantation
Southern University AG Center
St. John Farmers Market Advisory Board
St. Mary's Academy
St. Peter Claver Catholic Church
Stephen Clayton Art Gallery
T & L Advertising
The Company Burger
The Marketing Center
The Walker Group
Tina J. Studio
True Tales from Mardi Gras NOLA
Uptown Auto Specialists
Valmont Properties
Vieux Carre Property Owners and Renters Association
Walter L Cohen High School Alumni Group
WCW Inc.
WIN Partners
Wise Buys
Women's Center for Healing
Y'all Come to the Table
Yvonne Perret, Author

Maine

Statewide Supporters
Maine Tourism Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Machias Bay Area Chamber of Commerce

Maryland

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Baltimore City Chamber of Commerce
Berlin Main Street Association
Dorchester Chamber of Commerce
Hagerstown-Washington County Chamber of Commerce
Heart of Chesapeake Country Heritage Area
Montgomery County Chamber of Commerce
Ocean City Chamber of Commerce
Prince George's County Convention and Visitors Bureau
Visit Baltimore
Visit Montgomery

Gateway Community businesses and organizations
Applied Archaeology and History Associates, Inc.
World Black History on Periscope

Massachusetts

Resolutions
Town of Eastham
City of Lowell

Elected Officials
Joan Lovely, State Senator, 2nd District (Essex)
Dan Wolf, former State Senator, Cape and Islands District
Adrian Madaro, State Representative, 1st District (Suffolk)
Timothy Whelan, State Representative, 1st District (Barnstable)
Matthew Muratore, State Representative, 1st District (Plymouth)
Sarah Peake, State Representative, 4th District (Barnstable)
Paul Tucker, State Representative, 7th District (Essex)
Robert Koczera, State Representative, 11th District (Bristol)
Daniel Hunt, State Representative, 13th District (Suffolk)
Cory Atkins, State Representative, 14th District (Middlesex)
Timothy Madden, State Representative, Barnstable, Dukes, and Nantucket District
Martin Walsh, Mayor, Boston
Andrea Campbell, City Council, Boston
Annissa Essaibi-George, City Council, Boston
Bill Linehan, City Council, Boston
E. Denise Simmons, Mayor, Cambridge
Edward Kennedy, Mayor, Lowell
Cory Belanger, City Council, Lowell
Thomas Koch, Mayor, Quincy
Brian Palmucci, City Council, Quincy
Ian Cain, City Council, Quincy

William Harris, City Council, Quincy
Kimberly Driscoll, Mayor, Salem
Josh Turiel, City Council President, Salem
David Eppley, City Council, Salem
Stephen Dibble, City Council, Salem
Stephen Lovely, City Council, Salem
Jonathan Mitchell, Mayor, New Bedford
Domenic Sarno, Mayor, Springfield
Adam Gomez, City Council, Springfield
Kateri Walsh, City Council, Springfield
Marcus Williams, City Council, Springfield
Michael Fenton, City Council, Springfield
Timothy Rooke, City Council, Springfield

Statewide Supporters

Environmental League of Massachusetts
Massachusetts Historical Society
Massachusetts Restaurant Association
Preservation Massachusetts
Retailers Association of Massachusetts

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Greater Boston Convention & Visitors Bureau
Greater Merrimack Valley Convention and Visitors Bureau
Boston Green Tourism
Brewster Chamber of Commerce
Cambridge Chamber of Commerce
Cape Cod Canal Region Chamber of Commerce
Cape Cod Chamber of Commerce
Concord Chamber of Commerce
Dennis Chamber of Commerce
Destination Plymouth
Destination Salem
Eastham Chamber of Commerce
Hanover/Norwell Business Council
Lexington Retailers Association
Marshfield Chamber of Commerce
New Bedford Area Chamber of Commerce
North Shore Chamber of Commerce
Orleans Chamber of Commerce
Plymouth Area Chamber of Commerce
Plymouth County Development Council
Plymouth Plantation
Provincetown Chamber of Commerce
Rockland Chamber of Commerce
Salem Chamber of Commerce
Sandwich Chamber of Commerce
Wellfleet Chamber of Commerce
Weymouth Chamber of Commerce
Yarmouth Chamber of Commerce

Gateway Community businesses and organizations

118Group, LLC
Abigail Adams Historical Society
Ad+Genuity Marketing Solutions, Inc.
AdamsComm, Inc.
Archaeological Institute of America – Worcester Chapter
Atlantic Design Engineers, Inc.
Atlantic Renewable Energy Services, Inc.
B12 Technologies
Back to Nature Rentals
Backworks
Bakken CPA, PC
Baldwin Realty Group
Bewitched After Dark Tours
Bluebird Café
Bond Printing & Marketing
Boston Duck Tours
Boston Harbor Now
Boston Preservation Alliance
Bostonian Society
Bright Language Testing
BVA Energy LLC
Cafe' Chew
Cape Cod Beer
Cape Cod Coffee
Cape Codder Resort & Spa
Cape Navigate
Captain Tom Lawrence House Inn
CARE for the Cape and Islands
carlsonCREATIVE, inc.
Carney Environmental
Catania Hospitality Group
Centerline Communications
Chip Bishop Communications
City of New Bedford Office of Tourism Marketing
Clapp's Guest House
Client Marketing Power
Codfish Press
Conway Enterprises Ltd. Inc.

Cornerstone Cafe'
Craft Beer Cellar
Dan'l Webster Inn & Spa
Eastham Ace Hardware
Edible Cape Cod
Friends of the Public Garden
Girls Incorporated of Greater Lowell
Goldenrod Foundation
Goldsmith, Inc.
Greater Boston Concierge Association
H&R Block - Hyannis
Hearth n' Kettle Restaurants
Historic Boston Incorporated
Kinlin Grover Real Estate
Kiskadee Coffee
Lowell Heritage Partnership
Lowell Parks & Conservation Trust, Inc.
Lowell Plan, Inc.
Main Street Hospitality Group at The Red Lion Inn
Marspec Inc. (dba Marine Specialties)
Mashpee Wampanoag Tribe
MassIgnite
Merrimack Valley Housing Partnership
Moore Media, Inc.
Murphy Business Brokers, Cape Cod
Nantucket Sound
New England Aquarium
O'Sullivan and Associates
Pickle Jar Kitchen
Plymouth 400, Inc
Seafood Sam's
Sports Travel and Tours
Springfield Regional Chamber
The Association to Preserve Cape Cod, Inc. (APCC)
The Captain's Manor Inn
The Clam Man
The Freedom Trail Foundation
The Hot Chocolate Sparrow
The Scoop
The Saunders Hotel Group
Tiny & Sons Auto Glass
Triffletti & Costa, P.C.
Wellfleet Motel & Lodge
WeNeedAVacation.Com
Wolfe Adventures & Tours, LLC

Michigan

Statewide Supporters
Michigan Lodging and Tourism Association
Michigan Manufactured Housing, Recreation Vehicle, and Campground Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Alger County Chamber of Commerce
Empire Chamber of Commerce
Frankfort-Elberta Chamber of Commerce
Glen Lake Chamber of Commerce
Greater Munising Bay Partnership for Commerce Development
Keweenaw Convention and Visitors Bureau
Leland Chamber of Commerce
Munising Downtown Development Authority
Suttons Bay Chamber of Commerce
Traverse City Tourism

Gateway Community businesses and organizations
Arbor Woods Vacation Homes
Art's Tavern
Cherry Republic
Empire Outdoors
Indigo Bluffs RV Park and Resort
Leelanau Coffee Roasting Company
Sleeping Bear Surf and Kayak

Minnesota

Elected Officials

Nancy Tyra-Lukens, Mayor, Eden Prairie
Tina Folch, City Council, Hastings
Doug Menikheim, City Council, Stillwater
Amy Brendmoen, City Council, St. Paul
Dai Thao, City Council, St. Paul
Rebecca Noecker, City Council, St. Paul
Russ Stark, City Council, St. Paul

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Cook County Chamber of Commerce
Destination Voyageurs National Park
Falls Chamber of Commerce
International Falls, Rainy Lake and Ranier Convention and Visitors Bureau
Inver Grove Convention and Visitors Bureau
Kabetogama Lake Association
Pipestone Chamber of Commerce
Visit Cook County
Visit St. Paul

Gateway Community businesses and organizations

Arrowhead Lodge and Resort
Cycle Path Paddle
Finn Sisu Sporting Goods
Gear West
North Star Canoes
NorthWest Canoe
Piragis Northwoods Company
Superior North Outdoor Center
Wilderness Inquiry

Mississippi

Gateway Community resolutions

City of Natchez
City of Ridgeland
City of Tupelo
City of Vicksburg
City of Corinth

Elected Officials

Hob Bryan, State Senator, 7th District (Amory)
John Horhn, State Senator, 26th District (Jackson)
David Blount, State Senator, 27th District (Jackson)
Bob Dearing, State Senator, 37th District (Natchez)
D. Stephen, State Representative, 16th District (Plantersville)
Oscar Denton, State Representative, 55th District (Vicksburg)
Robert Johnson III, State Representative, 94th District (Natchez)
Butch Brown, Mayor, Natchez
Gloria Holland, Mayor, Plantersville
Sadie Holland, Justice Court Judge, Plantersville
Gene McGee, Mayor, Ridgeland
D.I. Smith, Alderman, Ridgeland
Jason Shelton, Mayor, Tupelo
Jim Johnson, Sherriff, Tupelo
Lynn Bryan, City Council, Tupelo
George Flaggs, Mayor, Vicksburg
Billie Joe Holland, County Supervisor, Lee County

Statewide Supporters

Bed and Breakfast Association of Mississippi
Gulf Restoration Network
Mississippi Main Street Association
Natchez Trace Compact
Southeast Tourism Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Canton Chamber of Commerce Main Street Association
Canton Convention and Visitors Bureau
Calhoun County Economic Development Association
Claiborne County-Port Gibson Chamber
Clinton Chamber of Commerce
Kosciusko-Attala Development Corporation
Mississippi Gulf Coast Regional Convention & Visitors Bureau
Okolona Area Chamber of Commerce
Ridgeland Tourism Commission
The Alliance: Corinth and Alcorn Co.
Tishomingo Co. Tourism Council
Tupelo Convention and Visitors Bureau
Visit Jackson

Gateway Community businesses and organizations

A2Z Printing
African-American Military History Museum
Ajax Diner
B&B Concrete
Baria-Jones Law Firm
Battle Focus
Black Jack Oil
Blaylock Fine Art Photography, Inc
Borum Family Health Clinic for Children and Adults
Boys & Girls Clubs of North Mississippi
Capital Financial Group - Tupelo office
Carby And Carby PC
Cathead Vodka
CDA Hospitality
Century Commercial Real Estate Servivces
Charboneau Distillery
Clapton Realty Company
Cotton Alley Cafe
Craft Spirits LLC
Crowd Qwest LLC
Duvall Decker Architects
Echo Pictures
Eichelberger Law Firm
Elgin Plantation Guest House
Forum Family Health Clinic
FR Blankenstein Wholesale
Fred Richards, CPA
General Pump Hardware Store
Grennell Paint Quarter Horses
Guice Agency
Harden Enterprises
Hardy Reed Financial Consultants
Historic Natchez Foundation
Hudson Management Corp. dba McDonalds
Imaginary Company
J. Britt Lighting and Interiors
James Bell, Attorney
James L. Weir Law Firm
Jones Lumber Company
Jordan Flooring
Jordan, Kaiser and Sessions Engineering
KC Grist Consulting
Ketco Enterprises
Kings Tavern Natchez
Kossen Equipment
LB Properties LLC
Luckett Communications
Magnolia Cultural LLC
Middleton Law Firm
Mindful Therapy
Mississippi e-Center
Mitchell McNutt Lawfirm
Molpus Woodlands Group
Natchez Arts Gallery
Natchez Childrens Services
Natchez, Inc.
Open Air Tours
P3 Strategies LLC
Peters Real Estate
Phelps Dunbar Tupelo
Pig Out Inn
Plan House Printing
Prime Time Agency
Reed's Clothing
Risk Management Partners
Ritter Law Firm
Rolling Roasters Bistro
Safe and Sound Home Care
Salmon Architect, LLC
Scent from Natchez
Shanty Bellum
Silas Simmons, CPA
Slover and Associates
Sportsman Lawn and Landscape
Stahlman Management Services
StateStreet Group, LLC
Stedman Real Estate

Stephens and Hobdy Insurance
Stratton Bull Law Firm
The Archaeological Conservancy-Southeast
The Greenlea Company
The Learning Skills Center
The Link Centre
Tour by Design
Truly, Smith and Latham PLLC
Twin Oaks Natchez, LLC
Walter Brown Attorney
Water Fresh, Inc.
Wayfil Jewelry
Wood Law Firm

Missouri

Statewide Supporters
Missouri Lodging Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Carthage Chamber of Commerce
Carthage Convention and Visitors Bureau
Eminence Chamber of Commerce
Explore St. Louis
Joplin Convention and Visitors Bureau
Salem Area Chamber of Commerce
Springfield Convention and Visitors Bureau
Van Buren Chamber of Commerce

Montana

Statewide Supporters
Continental Divide Trail Coalition
Montana Conservation Corps
Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Beaverhead Chamber of Commerce
Big Sky Chamber of Commerce
Big Sky Convention and Visitors Bureau
Dillon Convention and Visitors Bureau
Gardiner Chamber of Commerce
Laurel Chamber of Commerce
Southwest Montana Tourism

Gateway Community businesses and organizations
Clark Fork Trout
Rocky Mountain International

Nebraska

Statewide Supporters
Nebraska Hotel & Lodging Association
Nebraska Restaurant Association
Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Beatrice Chamber of Commerce
Crawford Chamber of Commerce
Gage County Tourism
Main Street Beatrice
Scottsbluff/Gering United Chamber of Commerce

Nevada

Gateway Community resolutions

City of Boulder City
City of Ely
City of Henderson
City of Reno

Elected Officials

James Bilbray, former U.S. Congressman
Richard Segerblom, State Senator, 3rd District (Las Vegas)
Elliot Anderson, State Assemblyman, 15th District (Las Vegas)
Carolyn Goodman, Mayor, Las Vegas
Pamela Goynes-Brown, Mayor Pro Tem, Las Vegas
Mike Saunders, Deputy Attorney, Las Vegas
Steve Sisolak, Chair-County Commission, Clark County
Larry Brown, County Commission, Clark County
Chris Giunchigliani, County Commission, Clark County
Marilyn Kirkpatrick, County Commission, Clark County
Andy Hafen, Mayor, Henderson
John Lee, Mayor, North Las Vegas
Anita Wood, City Council, North Las Vegas
Isaac Barron, City Council, North Las Vegas
Richard Cherchio, City Council, North Las Vegas
Melody Van Camp, Mayor, ElyKurt Carson, City Council, Ely
Jolene Gardner, City Council, Ely
Pat Robison, City Council, Ely
San Hanson, City Council, Ely
Bruce Setterstrom, City Council, Ely
Roy Edgington, Jr., Mayor, Fernley
Stana Hurlburt, Mayor, Caliente
Allan Litman, Mayor, Mesquite
David Bobzien, City Council, Reno
Chris Garvey, Trustee, Clark County School Board

Statewide Supporters

Nevada Conservation League & Education Fund
Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Beatty Chamber of Commerce
Boulder City Chamber of Commerce
Henderson Chamber of Commerce
Las Vegas Asian Chamber of Commerce
Las Vegas Convention and Visitors Authority
Ward 5 Chamber of Commerce
White Pine Chamber of Commerce

Gateway Community businesses and organizations

1 Sun Solar Companies
Accessible Trails Foundation
Archaeological Institute of America Society Southern Nevada (Las Vegas)
Battle Born Progress
Better Education Today
Billy's BBQ
Carolina Chacon Consulting
Carter Powersports
Central Rotary Club – Las Vegas
Girl Scouts of the Sierra Nevada
Chung Insurance Agency Incorporated
Colucci Animal Trappers and Savers Inc.
Community Services of Nevada
Desert Research Institute
Desert Wind Coffee Roasters
Doral Academy
Education Space
Family to Family Connection
Filthy Animal Apparel
Friends of Gold Butte
Friends of Nevada Wilderness
Friends of Sloan Canyon
Fundraising Fore Futures

Girl Scout Troop #44 – Las Vegas
Girl Scouts of Southern Nevada
GLVAR Green Committee
Go Solar Las Vegas
Goldwater Consulting
Goldwell Open Air Museum
Great Basin Institute
Heddy's Fabric
Integrity Partners Inc.
Kenny Guinn Center for Policy Priorities
Kiwanis Club of Las Vegas
Kiwanis Club of the Las Vegas Strip
Las Vegas Foundation
Las Vegas Health & Fitness Chamber of Commerce
Laborers International Union Local 872
Las Vegas Kids Directory
Las Vegas Young Professionals
League of Women Voters of Las Vegas Valley
LM Enterprises LLC
Losander Inc.
Mardy's Designs
Montoya Law
Murrieta & Associates Consulting LLC
Nevada Nuclear Waste Task Force
North Las Vegas Kiwanis Club
North Las Vegas Rotary Club
On the Ranch
Powered By Sunshine
Principal Architect LEBODESIGN
Principal, Anne Johnson, AIA
Principal, DECO Lights
Professor, CSN
Reba Labat Agency LLC
Red Rock Citizens
RoadUp
Sandbags LLC
Save Nevada's Water Ban Fracking In Nevada
SH Architecture
Sol-Up
Southern Nevada Building Construction Trade Council
Southwest Energy Efficiency Project – Nevada
Source Direct Promotions
Summer Swim School
The Blue Nevadan
The Magic School
The Vegas Dad
The Zen Speaker
Trina Johnson Events
Troph LLC
Vegas Tows LLC
Verdek
Visual Eye Photography
Weston Tutoring
WOLF Consulting
Young Democrats of Nevada

New Hampshire

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Lebanon Area Chamber of Commerce

New Jersey

Elected Officials
Susan McCartney, City Council, West Orange

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Eastern Monmouth Area Chamber of Commerce
Greater Newton Chamber of Commerce
Hudson Co. Chamber of Commerce
Morris County Chamber of Commerce
Morris County Economic Development Corporation
Morris County Tourism Bureau
Sussex Co. Chamber of Commerce
West Orange Chamber of Commerce

Gateway Community businesses and organizations
Friends of Thomas Edison National Historic Park

New Mexico

Gateway Community resolutions
City of Los Alamos
City of Santa Fe

Elected Officials
Mimi Stewart, State Senator, 17th District (Albuquerque)
Brian Egolf, Speaker of the House, 47th District (Santa Fe)
Dale Janway, Mayor, Carlsbad
Ken Miyagashima, Mayor, Las Cruces
Javier Gonzales, Mayor, Santa Fe
Susan O'Leary, Vice Chair County Council, Los Alamos
Pete Sheehey, County Commissioner, Los Alamos
Pat Davis, City Council, Albuquerque

Statewide Supporters
Americans for Indian Opportunity
Backcountry Horsemen of New Mexico
Conservation Voters NM
Continental Divide Trail Coalition
Environment New Mexico
EPICS (Education for Parents of Indian Children with Special Needs)
Interfaith Power & Light
Native American Voters Alliance
New Mexico Hospitality Association
New Mexico Restaurant Association
New Mexico Voices for Children
New Mexico Wilderness Alliance
New Mexico Wildlife Federation
One New Mexico
Opportunity New Mexico
Southwest Conservation Corps
Strong Families New Mexico
Western National Parks Association
Wildearth Guardians

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
New Mexico Chamber Executives Association
Alamogordo Chamber of Commerce
Albuquerque Chamber of Commerce
Albuquerque Westside Chamber of Commerce
Clayton-Union Co. Chamber of Commerce
Espanola Valley Chamber of Commerce
Farmington Chamber of Commerce
Gallup-McKinley County Chamber of Commerce
Grants-Cibola County Chamber of Commerce
Las Cruces Green Chamber of Commerce
Los Alamos Chamber of Commerce
Los Alamos Commerce & Development Corporation
Mora Valley Chamber of Commerce
Otero County Economic Development Council
Raton Chamber and Economic Development
Ruidoso Chamber of Commerce
Santa Fe Chamber of Commerce
Santa Fe Green Chamber of Commerce
Silver City Arts and Cultural District
Silver City Grant Co. Chamber
Visit Carlsbad
Visit Raton

Gateway Community businesses and organizations
Albuquerque Wildlife Federation
Amigos Bravos
Atlixco Productions LLC
Bold Visions Conservation
Buffalo Tours in Los Alamos
CB Fox Department Store – Los Alamos
Conservation Legacy
EDJ Ink – Los Alamos
EdwardJones Investing--Los Alamos
Far Flung Adventures
Focus Ink – Los Alamos
Friends of Bandelier
Gila Conservation Coalition
Gila Resources Information Project
Green Fire Times
Infinity Wellness
JACO Outfitters, LLC

Jewish Community Center of Greater Albuquerque
Juntos, a project of CVNM Education Fund
Los Alamos Historical Society
Los Alamos National Labs (LANL) Foundation
Metzger's Hardware – Los Alamos
North Road Inn – Los Alamos
Pajarito Environmental Education Center/Los Alamos Nature Center
Partnership for Responsible Business
Rio Grande Chapter of the Sierra Club
Rio Grande Valley Great Old Broads for Wilderness
Rio Puerco Alliance
Southwest Organizing Project
Taos Land Trust
Teres Kids
Voces LLC
YWCA Middle Rio Grande

New York

Elected Officials
Anthony Picente, County Executive, Oneida County

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Columbia County Tourism
Dutchess County Regional Chamber of Commerce
Dutchess Tourism
Greater Patchogue Chamber of Commerce
Oneida County Tourism
Oyster Bay Main Street Association

North Carolina

Statewide Supporters
North Carolina Restaurant & Lodging Association
Southeast Tourism Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Alleghany County Chamber of Commerce
Andrews Chamber of Commerce
Asheville Area Chamber of Commerce
Asheville Convention and Visitors Bureau
Avery County Chamber of Commerce
Blowing Rock Chamber of Commerce
Blowing Rock Tourism Development Authority
Boone Area Chamber of Commerce
Brevard/Transylvania Chamber of Commerce
Crystal Coast Tourism Authority
Greensboro Convention and Visitors Bureau
Henderson County Chamber of Commerce
Henderson County Tourism Development Authority
Outer Banks Chamber of Commerce
Outer Banks Visitors Bureau
Watauga/Boone Tourist Development Authority
Wilmington and Beaches Convention and Visitors Bureau
Wilmington Chamber of Commerce

Gateway Community businesses and organizations
Antler Ridge Vacation Rentals
Di Santi Watson Capua Wilson & Garrett, PLLC – Blowing Rock
Jerome D. Miller, CFP – Blowing Rock
Mast General Store, Inc. -- Boone
ZAP Fitness – Blowing Rock

North Dakota

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Beulah Chamber of Commerce and Convention and Visitors Bureau
Hazen Chamber of Commerce
McKenzie County Tourism Bureau
Medora Convention and Visitors Bureau

Gateway Community businesses and organizations

Rocky Mountain International

Ohio

Statewide Supporters

Ohio Hotel & Lodging Association
Ohio Travel Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Akron Summit Convention and Visitors Bureau
Canton Regional Chamber of Commerce
Cuyahoga Valley Chamber of Commerce
Dayton Area Chamber of Commerce
Dayton Convention and Visitors Bureau
Destination Cleveland
Lake County Ohio Visitors Bureau
Lake Erie Shores and Islands Visitors Bureau
Mentor Area Chamber of Commerce
Nordonia Hills Chamber of Commerce
Put-in-Bay Chamber of Commerce & Visitors Bureau
Stark County Convention and Visitors Bureau
Xenia Area Chamber of Commerce

Oklahoma

Statewide Supporters

Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Cheyenne Roger Mills Chamber of Commerce

Gateway Community businesses and organizations

Green Country Inn

Oregon

Statewide Supporters

Association of Northwest Steelheaders
NW Guides & Anglers Association
Northwest Youth Corps
Oregon Restaurant & Lodging Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Astoria-Warrenton Chamber of Commerce
Grant County Chamber of Commerce
Grants Pass & Josephine County Chamber of Commerce
Illinois Valley Community Development Organization
Klamath County Chamber of Commerce
Travel Portland

Gateway Community businesses and organizations

Central Oregon Fly Tyers Guild
Level Beer
Gigantic Brewing Company
Sagara Outdoor Products
Wasatch Custom Angling Products

Pennsylvania

Elected Officials
Annette Atkinson, Supervisor, Middle Smithfield Township
Mark Oney, Supervisor, Middle Smithfield Township
Michael Dwyer, Middle Smithfield Township

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Allegheny Ridge Corporation
Destination Gettysburg
Explore Altoona
Fayette Chamber of Commerce
Great Valley Regional Chamber of Commerce
Greater Johnstown/Cambria County Convention and Visitors Bureau
Greater Reading Convention and Visitors Bureau
Greater Scranton Chamber of Commerce
Lackawanna County Convention and Visitors Bureau
Middle Smithfield Township Economic Development Committee
Philadelphia Convention and Visitors Bureau
Phoenixville Regional Chamber of Commerce
Pocono Mountains Visitor Bureau
Somerset County Chamber of Commerce
TriCounty Area Chamber of Commerce
Tyrone Chamber of Commerce
Valley Forge Tourism and Convention Bureau
Visit Philadelphia

Rhode Island

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Providence Convention and Visitors Bureau

Gateway Community businesses and organizations
Collette Travel
Preserve Rhode Island

South Carolina

Elected Officials
Mike Rowe, Mayor, Town of Ninety Six

Statewide Supporters
Southeast Tourism Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Cherokee County Chamber of Commerce
Greenwood SC Chamber of Commerce
Orangeburg County Chamber of Commerce
Sea Islands Chamber of Commerce
Spartanburg Area Chamber of Commerce
Visit Greenwood
York County Convention and Visitors Bureau

Gateway Community businesses and organizations
Arcadia Publishing and The History Press

South Dakota

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Hill City Area Chamber of Commerce
Hot Springs Area Chamber of Commerce
Rapid City Convention and Visitors Bureau
South Dakota Hotel & Lodging Association
South Dakota Retailers Association
Vermillion Area Chamber of Commerce and Convention and Visitors Bureau
Yankton Area Chamber of Commerce and Convention and Visitors Bureau

Gateway Community businesses and organizations

Rocky Mountain International

Tennessee

Gateway Community resolutions

Town of Dandridge
City of Gatlinburg
Town of Greeneville
City of Maryville
City of Pigeon Forge
City of Savannah
City of Sevierville

Elected Officials

Steve McDaniel, State Representative, 72nd District
Andy Berke, Mayor, Chattanooga
Madeline Rogero, Mayor, Knoxville
Don Mull, Mayor, Alcoa
Connie Ball, Mayor, Newport
Ann Davis, Mayor, Athens
David Wear, Mayor, Pigeon Forge
Gary Jacobs, Mayor, Centerville
Gary Welch, City Manager, Savannah
Christa Martin, Vice Mayor, Columbia
Kevin Davis, Mayor, Hardin County
Mike Werner, Mayor, Gatlinburg
Bryan Atchley, Mayor, Sevierville
Mark Potts, Mayor, Jefferson City
Jonathan Dagley, Mayor, Wartburg
Jack Lay, Mayor, Oneida
George Potter, Mayor, Huntsville
Jim Hickman, City Manager, Waynesboro
Jeff Howell, Mayor, Waynesboro
Ken Moore, Mayor, Franklin
Shane McFarland, Mayor, Murfreesboro

Statewide Supporters

Dollywood
Scenic Tennessee
Southeast Conservation Corps
Southeast Tourism Society
Sustainable Tennessee
Tennessee Chapter of the Sierra Club
Tennessee Citizens for Wilderness Planning
Tennessee Clean Water Network
Tennessee Conservation Voters
Tennessee Council of Trout Unlimited
Tennessee Environmental Council
Tennessee Geographic Alliance
Tennessee Green Hospitality Program
Tennessee Hospitality and Tourism Association
TenneSEA
Tennessee Orinthological Society
Tennessee Returned Peace Corps Volunteers
Tennessee Urban Forestry Council
Tennessee Walkingmen
Tennessee Wildlife Federation
The Land Trust for Tennessee

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Blount Chamber of Commerce
Carter County Tourism Association
Chattanooga Convention & Visitors Bureau
Cocke County Partnership
Sevierville Chamber of Commerce
Stewart County Chamber of Commerce
Wears Valley Area Chamber of Commerce

Gateway Community businesses and organizations

212 Market
A Walk in the Woods
A/Trail, Inc.
Author Johnny Molloy
Benjamin Walls Fine Art Gallery
Benton MacKaye Trail Association
Big East Fork Retreat and Farms
Biketopia
Black Bear Solar Institute
Bowman Adventures
Bradfield Environmental Consulting
Brent McCamish Photography
Caney Fork Outdoors
Cedar City Consulting
Center for Sustainable Stewardship
Chattanooga Audubon Society
Cherokee Rafting
CLIMB Nashville
Clinch River Chapter of Trout Unlimited
Coast 2 Coast
Coker Creek Village
Cole Scott Consulting
Creekview Farm Retreat B&B
Cumberland Transit
D.A. Ramsey Photography
Dynamic Capabilities Group
Eastern Fly Outfitters
Equestrian Legacy Radio
Escape to the Southeast Travel Guide
Explore Oak Ridge
Fly South
Fort Donelson Camp #62
Four Bridges Outfitters
Friends of Mocassin Bend National Park
Friends of Shiloh National Military Park
Friends of the Great Smoky Mountains National Park
Gear Closet
Glen Leven Farm
Gran Fondo Cycles
Greater Knoxville Hospitality Association
Greater Nashville Hospitality Association
Green Spaces
Green View Properties
Greenways of Nashville
GSM Outfitters
Hike The Smokys.com
Hikey Mikey
JK Woodworks
Johnson City Hiking Club
Johnson City Parks and Recreation
Johnson Management and Media
Kilowatt Ours
Knoxville Botanical Garden and Arboretum
Kristin Knoll
Legacy Parks Foundation
Lequire Gallery
Lifeview Outdoors
Lilly Pad Obed
Little River Chapter of Trout Unlimited
Lori Putnam - Artist
Mahoney's Outfitters
Mast General Store, Inc.
McKee Outdoors
Melinda Welton Bird Works Consulting
Memphis Cyclist
Mid-Appalachian Highlands
Morning Pointe
Mud Creek Farms
Nashville Underground Radio
New Paradaigm Development Partners
North Chickamauga Creek Conservancy
Old Timers Hiking Club
Once Upon a Time Wilderness Adventures
Outdoor Chattanooga
Over Your Head Productions
Overmountain Chapter of Trout Unimited
Panther Creek Bike Shop
Pride of Place/Tennessee Bottle Bill Project
R and R Fly Fishing
R.B.'s Cyclery Inc.
Rock Creek Outfitters
Scenic Knoxville
Shiloh Accounting
Sierra Club - Cherokee Group
Smoky Mountain Navigator
Smoky Mountains Outdoor Unlimited
Smoky Mountains Rafting
South Chickamauga Creek Greenway Alliance
Southeast Pack Trips
Stones River Paddle Company
Strategic Solutions Partnership LLC
Team Green Adventures
Tellico Grains Bakery Inc
Tennessee Fly Company
Tennessee Ornithological Society - Memphis Chapter
Tennessee State Naturalist Emeritus

The Art of David Wright
The Blue Mason Coffeehouse
The Compost Company
The Crash Pad Chattanooga
The Nugget on Coker Creek
Trace Bikes
Trees Knoxville
Trekka Outfitters
Trout Unlimited - Appalachian Chapter
Trout Unlimited - Cumberland Chapter
Trout Unlimited - Hiwassee Chapter
Trout Unlimited - Overmountain Chapter
Viking Mountain Lodge
Wahoo's Adventures
Walk Bike Tennessee
Watauga Group of the Tennessee Sierra Club
Watauga Watershed Alliance
Wayne County Chamber
Webb Brothers Float Service
West Bicycles
Wild Birds Unlimited
Will Skelton

Texas

Statewide Supporters

American Youthworks/TX Conservation Corps
Gulf Restoration Network
Texas Restaurant Association
Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Alpine Chamber of Commerce
Bellmead Chamber of Commerce
Del Rio Chamber and Convention and Visitors Bureau
Dumas/Moore Chamber
Dripping Springs Visitors Bureau
El Paso Chamber of Commerce
El Paso Hispanic Chamber of Commerce
Fort Davis Chamber of Commerce
Greater Waco Chamber of Commerce
Hewitt Chamber of Commerce
Johnson City Visitor Center and Chamber of Commerce
Marble Falls/Lake LBJ Chamber of Commerce and Convention and Visitors Bureau
Odessa Chamber of Commerce
Odessa Convention and Visitors Bureau
Port Aransas Chamber of Commerce
Port Isabel Chamber of Commerce
South Padre Island Chamber
Tyler County Chamber of Commerce
Visit El Paso
Visit Fredericksburg TX
Waco Convention and Visitors Bureau

Gateway Community businesses and organizations

Taxa Outdoors

Utah

Statewide Supporters

Utah Hotel & Lodging Association
Utah Restaurant Association
Utah Scenic Byways
Utah Tourism Industry Association
Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Salt Lake Chamber of Commerce
Economic Development Corporation of Utah
Bear River Valley Chamber of Commerce
Brigham Area Chamber of Commerce
Cache Chamber of Commerce
Cache Valley Visitors Bureau
Cedar City Chamber of Commerce
Cedar City-Brian Head Tourism
Davis County Tourism and Events
Hurricane Valley Chamber of Commerce

Kanab Area Chamber of Commerce
Moab Area Travel Council
Utah Valley Chamber of Commerce
Utah Valley Convention and Visitors Bureau
Vernal Area Chamber of Commerce
Visit Salt Lake
Visit St. George
Washington Area Chamber of Commerce

Gateway Community businesses and organizations
Boy Scout Troop 1874
Goulding's Lodge & Tours

Vermont

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Woodstock Area Chamber of Commerce

Gateway Community businesses and organizations
Inn Consulting Partners

Virginia

Statewide Supporters
Southeast Tourism Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Appomattox County Chamber of Commerce
Botetourt County Chamber of Commerce
Businesses of Rappahannock
Chincoteague Visitor's Center and Chamber of Commerce
Colonial Beach Chamber of Commerce
Colonial Heights Chamber of Commerce
Crater Planning District Commission
Culpeper Tourism and Economic Development
Eastern Shore of Virginia Tourism
Floyd County Chamber of Commerce
Greater McLean Chamber of Commerce
Loudoun County Visitor Center
Petersburg Area Regional Tourism
Petersburg Chamber of Commerce
Stanardsville Area Revitalization
Top of Virginia Regional Chamber of Commerce
Tysons Regional Chamber of Commerce
Visit Fairfax
Visit Virginia's Blue Ridge
Winchester – Frederick County Convention and Visitors Bureau
York County Chamber of Commerce

Gateway Community businesses and organizations
Danbra Tours LLC
Friends of Dyke Marsh
Great Appalachian Valley Conservation Corps
Mast General Store, Inc.
Trust for the George Washington Memorial Parkway

Washington

Gateway Community resolutions
City of Covington
City of Seattle
City of Shoreline

Elected Officials

Pat McCarthy, Washington State Auditor
Dave Somers, Executive, Snohomish County
Jerome Delvin, Commissioner, Benton County
Mark Ozias, Commissioner, Clallam County
Mark Boldt, Commissioner, Clark County
David Sullivan, Comm., Jefferson County
Claudia Balducci, Commissioner, King County
Jean Kohl-Welles, Commissioner, King County
Frank Wolfe, Commissioner, Pacific County
Dan Roach, Commissioner, Pierce County
Derek Young, Commissioner, Pierce County
Rick Talbert, Commissioner, Pierce County
Ken Dahlstedt, Commissioner, Skagit County
Ron Wesen, Commissioner, Skagit County
James Duncan, Commissioner, Walla Walla Co.
James Johnson, Commissioner, Walla Walla Co.
Todd Vanek, Mayor, Colfax
Louis Janke, Mayor, Colville
Tom Trulove, Mayor, Cheney
Pete Kmet, Mayor, Tumwater
Crystal Dingler, Mayor, Ocean Shores
Randy Taylor, Mayor, Prosser
Liz Reynolds, Mayor, Enumclaw
Terry Goetz, Mayor Pro Tem, Odessa
Glorida Kuchenbuch, Mayor, Wilbur
Andy Ryder, Mayor, Lacey
Pat Johnson, Mayor, Buckley
Royal DeVaney, Mayor, Waterville
Marilyn Strickland, Mayor, Tacoma
Ryan Mello, Deputy Mayor, Tacoma
Frank Chestnut, Mayor, Cosmopolis
Linda Lehman, Mayor, Benton City
Glenn Johnson, Mayor, Pullman
Val Tollefson, Mayor, Bainbridge Island
Ann McEnerney-Olgle, Mayor Pro Tem, Vancouver
Alishia Topper, City Council, Vancouver
Sean Smith, Mayor Pro Tem, Covington
Debora Juarez, City Council, Seattle
Kshama Sawant, City Council, Seattle
Lisa Herbold, City Council, Seattle
Lorena Gonzalez, City Council, Seattle
Mike O'Brien, City Council, Seattle
Sally Bagshaw, City Council, Seattle
John Creighton, Port of Seattle Commission

Statewide Supporters

Backcountry Horsemen of Washington
Conservation Northwest
Washington Bed & Breakfast Guild (WBBG)
Washington Council of Trout Unlimited
Washington Tourism Alliance
Washington Trust for Historic Preservation
Washington Wild
Washington Wildlife Federation

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)

Downtown Bellingham Partnership
Greater Seattle Business Association
Jefferson County Washington Tourism Coordinating Council
Kent Downtown Partnership
Langley Main Street Association
North Hood Canal Chamber of Commerce
Olympia-Lacey-Tumwater Visitor & Convention Bureau
Olympic Peninsula Gateway Visitor Center
Seattle Metropolitan Chamber of Commerce
The Port Townsend Main Street Program
Vancouver Downtown Association
Whidbey and Camano Islands Tourism
Yakima Valley Tourism

Gateway Community businesses and organizations

Bellevue-Issaquah Trout Unlimited
Bitterroot Net Company
Calyx Sustainable Tourism
Clark County Trout Unlimited
Columbia River Chapter - Association of NW Steelheaders
Dianna Denny Design
Duna Fisheries, LLC
Emerald Water Anglers, LLC
Emerging Rivers Guide Services
Etta's Place Suites
Evergreen Escapes
ExOfficio
Filson
Fort Vancouver National Trust
Hiatt Consulting, LLC
Historic Downtown Chelan Association
Historic Seattle

Icicle Valley Trout Unlimited
Islandwood
Izaak Walton League - Seattle Chapter
Laird Norton Wealth Management
Mountain Gear, Inc.
Mountains to Sound Greenway Trust
National Parks Revealed
North Sound Chapter Trout Unlimited
Norvise Fly Tying System
Oak Harbor Main Street
Olympia Chapter Trout Unlimited
Olympic Peninsula Fishing Innovations
Olympic Raft & Kayak
Orca Conservancy
Orca Network
Recreation Northwest
Sandstone Distillery
SMJ Management
Spokane Preservation Advocates
The Avid Angler
The Inn at Mallard Cove, a Bed & Breakfast
Troutwater - Fly Shop, Guide Service, Outfitters
Vancouver Audubon Society
Vancouver Wildlife League
Visit Seattle
Washington Hometown
Willapa Hills Audubon Society
Wirta Hospitality

West Virginia

Statewide Supporters
Southeast Tourism Society

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Beckley-Raleigh County Chamber of Commerce
Jefferson County Chamber of Commerce
Mercer County Convention and Visitors Bureau
Summersville Convention and Visitors Bureau
Visit Southern West Virginia

Gateway Community businesses and organizations
BRIDGE Network

Wisconsin

Elected Officials
David Bowen, State Representative, 10th District
Jonathan Brostoff, State Representative, 19th District
Bryan Kennedy, Mayor, Glendale
David Metille, City Council President, Ashland
Kate Beaton, City Council, Eau Claire
John Gelhard, City Council, Glendale

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Bayfield Chamber and Convention and Visitors Bureau
Bayfield County Tourism
Falls Chamber of Commerce
Madeline Island Chamber of Commerce
Washburn Area Chamber of Commerce

Gateway Community businesses and organizations
Animaashi Sailing Company
Artha
Antique Garden Inn
Bay Point Inn
Blue Bike Burrito
CamRock Cafe and Sport
Crystal River Inn
Door County Kayak Tours
Ecology Sports
Franklin Victorian Bed & Breakfast
Golden Properties
Greens N Grains
Kavarna Coffeehouse
Lake Ripley Lodge

Pine Harbor Campground
Rutabaga Paddlesports LLC
Sandy's Clothing & Art
Tangled Up In Hue
The Konkapot Lodge
The Lamar Center
The Purple Tree
True Blue Houskeeping
White Winter Winery
WI River Outings
Wisconsin Canoe Company

Wyoming

Statewide Supporters
Continental Divide Trail Coalition
Western National Parks Association

Chambers of Commerce and Convention and Visitors Bureaus (CVBs)
Campbell County Convention and Visitors Bureau
Go Goshen/Goshen Co. Chamber

Gateway Community businesses and organizations
Rocky Mountain International

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **DONALD RUST, DIRECTOR**
COMMUNITY DEVELOPMENT DEPARTMENT

RE: **REIMBURSEMENT AGREEMENT WITH WAL-MART REAL ESTATE BUSINESS TRUST FOR THE CONSTRUCTION OF ADDITIONAL OFFSITE IMPROVEMENTS**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider entering into a Reimbursement Agreement with Wal-Mart Real Estate Business Trust for the construction of additional offsite improvements.

BACKGROUND

Walmart is in the process of completing construction of a new Walmart Supercenter located at 465 Cal Oak Road, on the southeast corner of Cal Oak Road and Feather River Boulevard (APNs: 035-360-006, 019, 020, 021, 022, 023, 024, 025, 026 and 027). The new store is approximately 188,508 square feet in size. On November 10, 2010, the Planning Commission adopted Resolution No. P2010-20 approving the Project, subject to ninety-five (95) Conditions of Approval governing the construction and acceptance of certain onsite and offsite improvements.

DISCUSSION

The Conditions of Approval require Walmart to construct a new bus shelter facility and related improvements on the east side of Feather River Boulevard, north of the Cal Oak Road and Feather River Boulevard intersection, but do not require Walmart to extend the sidewalk from the Oroville Cemetery to the bus shelter. However, an extension of the sidewalk from the Oroville Cemetery to the bus shelter is necessary to provide a path of travel from Oro Dam Boulevard to the new supercenter in compliance with the Americans with Disabilities Act (ADA).

This additional sidewalk extension, which is in addition to the offsite improvements required in the Conditions of Approval, include approximately one hundred ninety-five (195) feet of curb, gutter and six (6) foot-wide sidewalk along the east side of Feather River Boulevard, sawcutting the roadway asphalt pavement edge and widening the roadway from the edge of the existing pavement to the new curbs and gutters. The terms of the proposed Agreement would require Walmart (or its general contractor) to

provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to complete these additional offsite improvements, subject to reimbursement by the City.

Furthermore, as a term of the proposed Agreement, Walmart would agree to contribute $20,000 towards the City's goal of enhancing the City's network communication services by installing additional fiber optic broadband infrastructure throughout the City. After the completion of the additional offsite improvements by Walmart and acceptance by the City, the City would reimburse Walmart for the construction costs less the $20,000 contribution identified above.

FISCAL IMPACT

City's reimbursement of the Walmart's construction costs for the additional offsite improvements, as specified herein, less Walmart's contribution of $20,000 towards the City's goal of enhancing the City's network communication services.

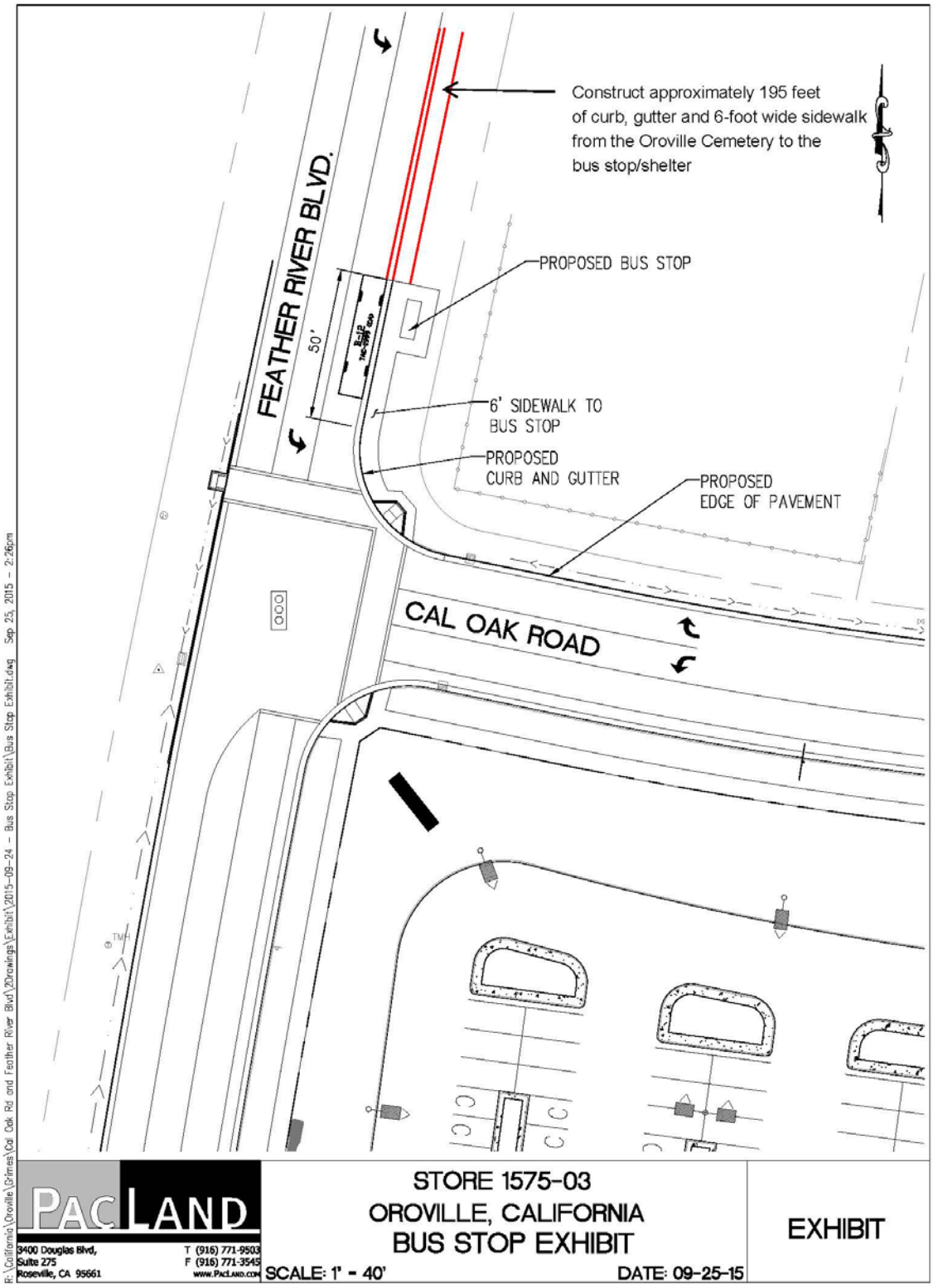
RECOMMENDATIONS

Adopt Resolution No. 8604 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A REIMBURSEMENT AGREEMENT WITH WAL-MART REAL ESTATE BUSINESS TRUST FOR THE CONSTRUCTION OF ADDITIONAL OFFSITE IMPROVEMENTS – (Agreement No. 3219).

ATTACHMENTS

A – Map of Additional Offsite Improvements
B – Resolution No. 8604
C – Agreement No. 3219

ADDITIONAL OFFSITE IMPROVEMENTS



OROVILLE CITY COUNCIL
RESOLUTION NO. 8604

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A REIMBURSEMENT AGREEMENT WITH WAL-MART REAL ESTATE BUSINESS TRUST FOR THE CONSTRUCTION OF ADDITIONAL OFFSITE IMPROVEMENTS

(Agreement No. 3219)

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

1. The Mayor is hereby authorized and directed to execute a Reimbursement Agreement with Wal-Mart Real Estate Business Trust. The agreement is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on May 16, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

Oroville, California
Store No. 1575-03

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("**Agreement**") is made and entered into to be effective as of the __ day of _____, 2017 ("**Effective Date**"), by and between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("**Walmart**"), and the CITY OF OROVILLE, a municipal corporation ("**City**"). Hereinafter, Walmart and the City may be referred to individually as a "**Party**," or jointly as the "**Parties**."

RECITALS

WHEREAS, Walmart owns certain real property in the City of Oroville, County of Butte, State of California, located at 465 Cal Oak Road, on the southeast corner of Cal Oak Road and Feather River Boulevard, with Assessor's parcel numbers 035-360-006, 019, 020, 021, 022, 023, 024, 025, 026 and 027 ("**Property**");

WHEREAS, Walmart intends to develop an approximately 188,508 square foot building, and related parking, infrastructure and improvements, upon the Property, in connection with the relocation of Walmart Supercenter Store No. 1575 (the "**Project**");

WHEREAS, on November 10, 2010, the Planning Commission of the City of Oroville ("**Planning Commission**") adopted Resolution No. P2010-20 approving the Project, subject to ninety-five (95) conditions governing the construction and acceptance of certain onsite and offsite improvements (the "**Conditions of Approval**");

WHEREAS, the existing sidewalk along the east side of Feather River Boulevard ("**Sidewalk**") terminates at the boundary of the Oroville Cemetery, approximately two hundred seventy-five (275) feet north of the intersection of Cal Oak Road and Feather River Boulevard (the "**Intersection**");

WHEREAS, the Conditions of Approval require Walmart to construct a new bus shelter facility and related improvements on the east side of Feather River Boulevard, north of the Intersection ("**Bus Stop**"), as shown on Exhibit "A" attached hereto, but do not require Walmart to extend the Sidewalk from the Oroville Cemetery to the Bus Stop;

WHEREAS, the City Council has determined that an extension of the Sidewalk from the Oroville Cemetery to the Bus Stop ("**Extension**") is necessary to provide a path of travel from Oro Dam Boulevard to the Project in compliance with the Americans with Disabilities Act ("**ADA**"); and

WHEREAS, the City Council has requested that Walmart complete the Extension as part of the development of the Project, and Walmart is willing to do so, subject to the terms and conditions in this Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants contained herein, the Parties hereby agree as follows:

1. Construction of Additional Offsite Improvements. In addition to the offsite improvements required in the Conditions of Approval, Walmart has or shall construct (or cause to be constructed) approximately one hundred ninety-five (195) feet of curb, gutter and six (6) foot-wide sidewalk along the east side of Feather River Boulevard, and has or shall sawcut the roadway asphalt pavement edge and widen the roadway from the edge of the existing pavement to the new curbs and gutters, in order to extend the Sidewalk from the Oroville Cemetery to the Bus Stop, as shown on Exhibit "A" attached hereto (the "**Additional Offsite Improvements**"). Walmart (or its general contractor) shall provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to complete the Additional Offsite Improvements.

2. Plans and Specifications. Walmart (or its general contractor) shall complete the Additional Offsite Improvements in accordance with the plans and specifications approved by the City (the "**City-Approved Plans and Specifications**"). The Parties shall mutually agree upon any subsequent changes to the City-Approved Plans and Specifications. In the event Walmart desires to make any alterations to the City-Approved Plans and Specifications, Walmart shall provide written notice to the City of such proposed alterations. The City shall have ten (10) days after receipt of such written notice to approve or disapprove such alterations, which approval shall not be unreasonably withheld, conditioned, denied or delayed. In the event the City fails to provide written notice to Walmart of its approval or disapproval of the alterations within such ten (10) day period, the City will be deemed to have approved such alterations to the City-Approved Plans and Specifications.

3. Comcast Contribution. The Parties acknowledge that the City and Comcast have been discussing opportunities to enhance the City's network communication services by installing additional fiber optic broadband infrastructure throughout the City, including the trenching and installation of certain electrical conduit around the exterior of the Property (the "**Comcast Project**"). Walmart hereby agrees to contribute Twenty-Thousand and No/100 Dollars ($20,000.00) to the City towards the cost of the Comcast Project (the "**Comcast Contribution**"), in the manner set forth herein. The Parties agree that the payment of the Comcast Contribution shall fully satisfy any fees due and payable to the City for the Comcast Project (or similar project concerning the installation of fiber optic broadband infrastructure) which may be applicable to the Project.

4. Reimbursement. After the Additional Offsite Improvements are completed by Walmart and accepted by the City, Walmart shall provide the City with written notice ("**Construction Costs Notice**") of the costs incurred by Walmart to complete the construction of the Additional Offsite Improvements (the "**Construction Costs**"). The City shall reimburse Walmart for the Construction Costs less the Comcast Contribution ("**Reimbursement**"), in the

manner set forth herein. Walmart shall receive a credit in the amount of the Reimbursement against any fees due and payable to the City (including, without limitation, any traffic impact fees and/or other development impact fees related to the Project). In the event Walmart has already paid all such fees, or the Reimbursement exceeds the amount of any such fees then outstanding, Walmart shall have the right to invoice the City, in which case, the City shall pay the Reimbursement (or the portion thereof still remaining after any offset against City fees) to Walmart within thirty (30) days.

5. Permits. Walmart (or its general contractor) shall obtain all approvals and permits necessary to complete the Additional Offsite Improvements ("**Permits**"), and shall complete the Additional Offsite Improvements in compliance with the Permits.

6. Maintenance. Walmart shall maintain the Additional Offsite Improvements in good condition until the same are completed and accepted by the City. Walmart shall not be responsible for maintaining the Additional Offsite Improvements after they have been accepted by the City. Walmart shall have no obligation to make the Additional Offsite Improvements available for public use prior to acceptance by the City.

7. Acceptance; As-Built Drawings. Upon acceptance, Walmart may file with the Recorder's Office of the County of Butte a notice of completion for the accepted Additional Offsite Improvements in accordance with California Civil Code section 3093 ("**Notice of Completion**"), at which time the accepted Additional Offsite Improvements shall become the sole and exclusive property of the City without any payment therefor. Upon request by the City, Walmart shall provide the City with one (1) set of "construction as-built" drawings, prepared by Walmart's general contractor, for the Additional Offsite Improvements.

8. Warranty and Guarantee. Walmart warrants and guarantees the Additional Offsite Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of the Additional Offsite Improvements, for a period of one (1) year following completion of the work and acceptance by the City ("**Warranty**"). During the Warranty, Walmart shall repair, replace or reconstruct any defective portion of the Additional Offsite Improvements, in accordance with the City-Approved Plans and Specifications.

9. Insurance.

a. Types; Amounts. Walmart shall procure and maintain, or require its general contractor to procure and maintain, during performance of this Agreement, insurance of the types and in the amounts described below ("**Required Insurance**").

i. General Liability. Occurrence version general liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage.

ii. Business Automobile Liability. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall include coverage for the ownership,

operation, maintenance, use, loading, or unloading of any auto owned, leased, hired, or borrowed by the insured or for which the insured is responsible.

iii. Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

iv. Professional Liability. For any consultant or other professional who will engineer or design the Additional Offsite Improvements, liability insurance for errors and omissions with limits not less than One Million Dollars ($1,000,000) per occurrence, shall be procured and maintained for a period of one (1) year following completion of the Additional Offsite Improvements.

b. Additional Insured; Separation of Insureds. The Required Insurance, except for the professional liability and workers' compensation insurance, shall name the City as an additional insured with respect to work performed by or on behalf of Walmart or its general contractor, including any materials, parts, or equipment furnished in connection therewith. The Required Insurance shall contain standard separation of insureds provisions, and shall contain no special limitations on the scope of its protection to the City, its elected officials, officers, employees, or agents.

c. Primary Insurance; Waiver of Subrogation. The Required Insurance shall be primary with respect to any insurance or self-insurance programs covering the City, its elected officials, officers, employees, or agents. The policy required for workers' compensation insurance shall provide that the insurance company waives all right of recovery by way of subrogation against the City in connection with any damage or harm covered by such policy.

d. Certificates; Verification. Walmart and its general contractor shall furnish the City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the City before work pursuant to this Agreement commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

e. Term; Cancellation Notice. Walmart and its general contractor shall maintain the Required Insurance for the term of this Agreement and shall replace any certificate, policy, or endorsement which will expire prior to that date. If obtainable, such policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on thirty (30) days' prior written notice to the City.

f. Insurer Rating. Unless approved in writing by the City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A-" and FSC-VIII.

g. Self-Insurance. Notwithstanding anything to the contrary contained herein, as long as Walmart's tangible net worth exceeds One Hundred Million and No/100

Dollars ($100,000,000.00), Walmart shall have the right to retain (in whole or in part) the financial risk for any claim required to be insured against hereunder on an uninsured basis (*i.e.*, to self-insure), in which event the requirement for maintaining insurance policies as provided under this Section or any other provision of this Agreement shall not apply.

10. Miscellaneous.

a. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by (i) certified or registered mail, postage prepaid, return receipt requested, (ii) personal delivery, or (iii) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

i. Prior to opening for business. For any period of time prior to the date that Walmart opens a store upon the Property (Walmart having no obligation to do so), all notices and other communications shall be sent to the following addresses:

If to Walmart:

Wal-Mart Real Estate Business Trust
Attn: Real Estate Director
(Ref: Oroville, California
Store No. 1575-03)
2001 SE 10th Street
Bentonville, AR 72716-0550

With a Copy to:

Gresham Savage Nolan & Tilden, PC
Attn: Mack Anderson, Esq.
(Ref: Oroville, California
Store No. 1575-03)
550 E. Hospitality Lane, Suite 300
San Bernardino, CA 92408-4205

With a Copy to:

Wal-Mart Real Estate Business Trust
Attn: Mary Kendall, Esq.
(Ref: Oroville, California
Store No. 1575-03)
2001 SE 10th Street
Bentonville, AR 72716-0550

If to City:

City of Oroville
1735 Montgomery Street
Oroville, CA 95965

ii. After opening for business. For any period of time after Walmart has opened a store upon the Property (Walmart having no obligation to do so), all notices and other communications shall be sent to the following addresses:

If to Walmart:

Wal-Mart Real Estate Business Trust
Attn: Property Manager
(Ref: Oroville, California
Store No. 1575-03)
2001 SE 10th Street
Bentonville, AR 72716-0550

If to City:

City of Oroville
1735 Montgomery Street
Oroville, CA 95965

With a Copy to:

Wal-Mart Real Estate Business Trust
Attn: President
(Ref: Oroville, California
Store No. 1575-03)
2001 SE 10th Street
Bentonville, AR 72716-0550

Notices shall be deemed effective upon receipt or rejection only.

b. Assignment. Walmart shall not assign or attempt to assign this Agreement, or any rights hereunder, to any other person or entity without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Notwithstanding the foregoing, Walmart shall have the unrestricted right to assign this Agreement to any affiliate of Walmart.

c. Interpretation. Unless the context of this Agreement clearly requires otherwise, plural and singular numbers shall each be deemed to include the other; the masculine, feminine and neuter genders shall each be deemed to include the others; "or" is not exclusive; and "includes" and "including" are not limiting. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each Party has been or has had the opportunity to be represented by experienced and knowledgeable counsel. Accordingly, any rule of law (including California Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement. Section headings are included in this Agreement as a matter of convenience only; they are not a part of this Agreement and shall not be used in the interpretation of this Agreement. If a day for any performance or the last date of any period specified in this Agreement is a Saturday, Sunday or national bank holiday, such performance date or period end shall be extended to the next day that is not a Saturday, Sunday or national bank holiday.

d. Time. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

e. Incorporation of Exhibits. Each and all of the exhibits attached to this Agreement are incorporated herein as if set forth in full in this Agreement

f. Attorneys' Fees. If either Party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing Party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the non-prevailing Party as fixed by the Court.

g. Conflicts. In the event of a conflict between this Agreement and any other document(s) executed or purported to be executed between the Parties prior to the date hereof, the provisions contained in this Agreement shall in all instances govern and prevail.

h. Invalidity of Any Provision. If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction under present or future laws effective during the term of this Agreement, the legality, validity and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.

i. Binding Effect. Subject to Section 9.b above, this Agreement shall bind and inure to the benefit of the successors and assigns of the respective Parties hereto.

j. Waiver. No waiver by any Party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or consent to any subsequent breach of the same or another provision. If any action by any such Party shall require the consent or approval of another Party, such consent or approval of such action on any one occasion shall not be deemed a consent to, or approval of, such action on any subsequent occasion or consent to or approval of any other action.

k. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

l. Governing Law; Venue. This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the County of Butte, or if a federal action, in the United States District Court for the Eastern District of California.

m. No Recordation. The Parties shall not record this Agreement, any memorandum of this Agreement, any assignment of this Agreement, or any other document which would cause a cloud on the title to the Property.

n. No Third Party Beneficiary Rights. Subject to Section 9.i, this Agreement is entered into for the sole benefit of Walmart and the City and no other parties are intended to be

direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

o. No Partnership. Each Party hereto will act as an independent contractor, and nothing contained in or arising out of this Agreement will be construed to imply or create any joint venture, partnership, agency or other relationship between the Parties. The Parties agree that no fiduciary relationship is created by this Agreement.

p. Entire Agreement. This Agreement constitutes the final, complete and exclusive statement of terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty outside those expressly set forth in this Agreement.

q. Amendment. No amendment or modification of any term or provision of this Agreement shall be effective unless set forth in writing, signed by both Walmart and the City.

r. Counterparts; Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. The Parties hereto intend to be bound by the signatures on the facsimile or electronic document, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the use of a facsimile or electronic signature; provided, however, that the Parties hereby agree to execute and provide to each other original signatures, upon the request made by either Party to the other.

s. Authority and Approval. Each Party represents and warrants that: (a) the person signing this Agreement is duly authorized to sign and deliver this Agreement on behalf of the subject corporation or entity; (b) this Agreement has been duly entered into and will constitute legal, valid and binding obligations of such entity; (c) all requisite action has been taken and all requisite consents have been obtained in connection with entering into this Agreement and consummating the transaction contemplated hereunder, and (d) such entity is validly existing and in good standing.

t. Effective Date. The date upon which both Parties have executed this Agreement shall constitute the "**Effective Date**" hereunder, which Effective Date shall be inserted into the preamble above.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

"WALMART"

WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust

By:_____
Name: _____
Title: Vice President of Real Estate
Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

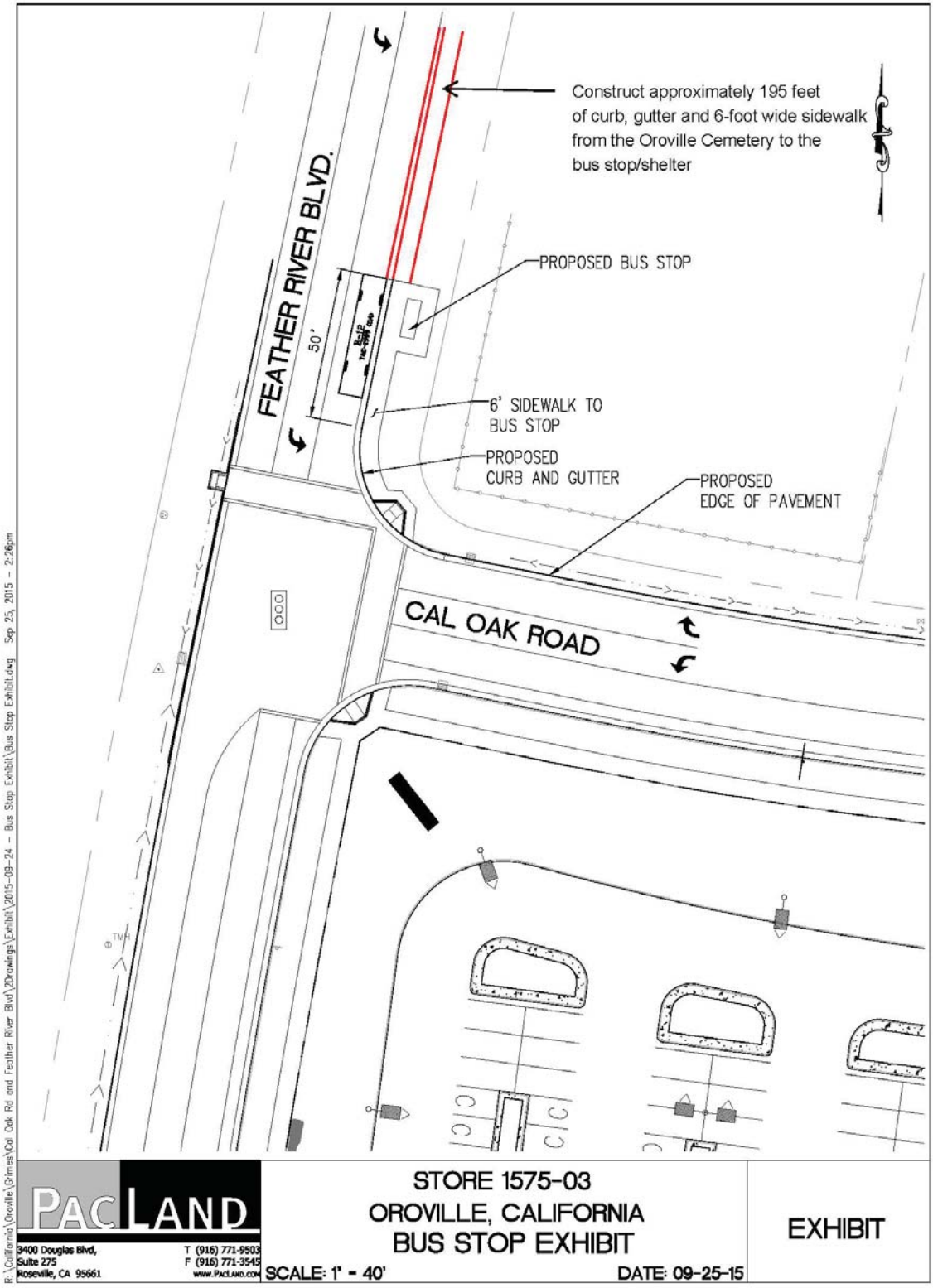
"CITY"

CITY OF OROVILLE, a municipal corporation

By:_____
Name: _____
Title: _____
Date: _____

EXHIBIT "A"

ADDITIONAL OFFSITE IMPROVEMENTS



OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **RICK FARLEY, ENTERPRISE ZONE AND BUSINESS ASSISTANCE COORDINATOR (530) 538-4307**
BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT

RE: **SUBMITTAL OF NEW PROOF OF DESIGNATION LETTER TO CALRECYCLE**

DATE: **MAY 16, 2017** ***(Continued from May 2, 2017)***

SUMMARY

The Council may consider authorizing the Mayor to sign a new Proof of Designation letter, Form 184, for the California Department of Resources Recycling and Recovery (CalRecycle) for electronic waste collected by Recology under their Waste Collection and Disposal Franchise Agreement.

DISCUSSION

Recology Butte Colusa Counties (Recology) currently collects, stores and ships electronic waste (ewaste) to e-Recycling of California under an approved Proof of Designation (POD) letter with CalRecycle. Under regulations that went into effect on March 16, 2017 CalRecycle, is making all existing POD letters null and void on September 16, 2017. New POD letters are required to approved by CalRecycle and be in place before August 16, 2017. Once the City's new POD letter is signed by the City of Oroville and Recology, CalRecycle has 30 days to approve it before it will go into effect June 30, 2017.

CalRecycle allows the option of doing a new POD letter every two years or for the length of the franchise agreement if it is longer than two years. Recology's Franchise Agreement does not expire until July 5, 2025 so this date is recommended for the new POD letter. This will reduce the amount of staff time required to prepare new POD letters versus if they are done every two years.

FISCAL IMPACT

None

RECOMMENDATION

Authorize the Mayor to sign a new Proof of Designation letter, Form 184, for the California Department of Resources Recycling and Recovery (CalRecycle) for electronic waste collected by Recology under their Waste Collection and Disposal Franchise Agreement.

ATTACHMENT

A – Proof of Designation Letter

PROOF OF DESIGNATION

This form may be used as a Proof of Designation under Title 14 of the California Code of Regulations (CCR) § 18660.49 when issued by a California Local Government. It must be completed by representatives authorized to act on behalf of that Local Government and the Designated Approved Collector. A copy must be transmitted to CalRecycle ***by the Local Government*** at least 30 days prior to use of the Designation. Detailed regulatory requirements and guidance are available at:
www.calrecycle.ca.gov/Electronics/Locals/Designations

Designating Local Government City of Oroville		
Designated Approved Collector Recology Butte Colusa Counties		CEWID # 100365
Designation Begin Date June 30, 2017	Designation End Date July 5, 2025	***Use of this Designation shall not occur prior to 30 days after transmittal of this Proof of Designation to CalRecycle.***
Geographic Area of Service City limits of the City of Oroville		
Location(s) of Authorized Collection(s) *(Attach additional sheets as necessary)* ☐ *Check if attachment(s) are provided.* 2720 South 5th Avenue, Oroville, CA 95965		
Method of Collection Activities *(**initial** each authorized method – Note that generator source and volume limitations may apply)* ____ Drop-off ____ Curbside Service ____ Illegal Disposal Clean-up ____ Special Events ____ Other (specify):		
Description of Authorized Collection(s) *(Attach additional sheets as necessary)* ☐ *Check if attachment(s) are provided.* All Types		

Name of Designating Authority Representative Linda L. Dahlmeier	Title Mayor
Phone 530-538-2401	E-Mail ldalhmeier@cityoforoville.org
Mailing Address 1735 Montgomery Street, Oroville, CA 95965	
CERTIFICATION STATEMENT as required under Title 14 CCR § 18660.49(b)(5): I am a Local Government representative authorized to execute agreements or contracts related to waste management on behalf of the Local Government. I have read and understand all applicable laws and regulations governing the Electronic Waste Recovery and Recycling Program. I agree that the Local Government shall operate in compliance with those applicable laws and regulations. I certify that the Proof of Designation contains true and correct information to the best of my knowledge.	
Signature	Date Signed

Name of Local Government Point of Contact *(if different than above)* Rick Farley	Title Recycling Coordinator
Phone 530-538-4307	E-Mail rfarley@cityoforoville.org

Name of Designated Approved Collector Signatory SRVATORES	Title GM
Phone	E-Mail
CERTIFICATION STATEMENT as required under Title 14 CCR § 18660.49(b)(6): I am an authorized signatory listed in the application for approval, and my organization agrees to operate in compliance with the requirements of the Electronic Waste Recovery and Recycling Program and all applicable laws and regulations.	
Sig	Date Signed 5-2-17

FOR CALRECYCLE USE ONLY

Transmitted By	Date Transmitted	Date Eligible for Use	Received By
☐**Mail** ☐**Electronic Mail**			

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **DONALD RUST, ACTING CITY ADMINISTRATOR**
ADMINISTRATION DEPARTMENT

RE: **APPICATIONS FOR FEDERAL AND STATE ASSISTANCE THROUGH THE FEDERAL EMERGENCY MANAGEMENT AGENCY**

DATE: **MAY 16, 2017**

SUMMARY

The Council may acknowledge the submission of applications to the Federal Emergency Management Agency (FEMA) and California Operations of Emergency Services (Cal-OES) for federal and state assistance relating to the Oroville Dam Spillway incident and winter storms. In addition, the Council may also consider authorizing the Acting City Administrator to execute the remaining applications and forms to FEMA and Cal-OES relating to the Oroville Dam Spillway incident and winter storms.

DISCUSSION

On February 21, 2017, the Council adopted a resolution proclaiming the existence of a local emergency. This resolution was the result of the Oroville Dam Spillway incident that started on February 7, 2017, and on February 12, 2017, the City was placed under a mandatory evacuation from the Butte County Sheriff because of severe erosion and potential failure of the emergency/auxiliary spillway at the Oroville Dam. During that time, most City residents were evacuated to Chico, Paradise, Roseville, Glenn County, and other locations. Schools and other non-essential public agencies were closed.

During this incident and other winter storms, the City incurred direct costs from this emergency that may be reimbursable from FEMA and Cal-OES.

There are a series of documents and forms needed for requesting this assistance. To be expedient and efficient, the Council is requested to authorize the Acting City Administrator authority to sign the required forms and applications for assistance.

There is federal funding available for both incidents. FEMA-4301-DR-CA is for the January 2017 storm disaster and FEMA-4308-DR-CA is for the Oroville Dam Spillway incident. The application deadline to request public assistance was April 11, 2017 and April 25, 2017. The Acting City Administrator has already submitted this request for public assistance, see attached copy.

There will be a series of forms and documents to list the damages in detail which will take some time to work through. A list of forms are as follows:

- Request for Public Assistance (RPA) Done
- Project Application, California Disaster Assistance Act Program (Cal OES 126)
- Project Assurances for Federal Assistance (Cal OES 89)
- Project Summary Certification of Documentation (CDAA Form 4a)
- Designation of Applicant's Agent Resolution (Cal OES 130)
- Signature Authority for California State Agencies only (Cal OES 130SA)
- List of Projects (Cal OES 95)

FISCAL IMPACT

Potential cost reimbursements.

RECOMMENDATIONS

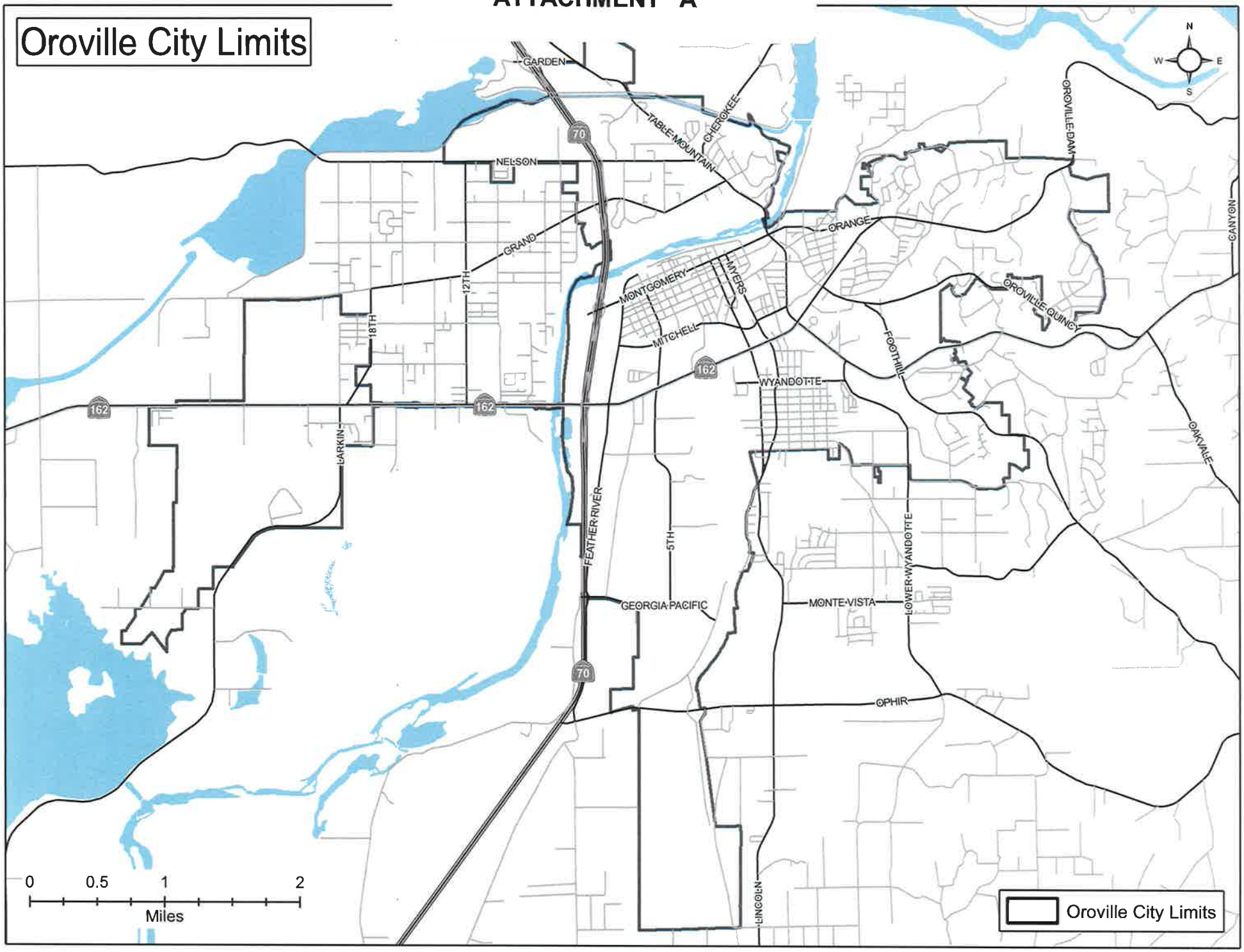
1. Acknowledge the submission of request for public assistance to the Federal Emergency Management Agency and California Operations of Emergency Services (Cal-OES) for federal and state assistance relating to the Oroville Dam Spillway incident and winter storms.

2. Authorize the Acting City Administrator to execute the remaining applications and forms to FEMA and Cal-OES relating to the Oroville Dam Spillway incident and winter storms.

ATTACHMENTS

A – City Limit Map
B - Request for Public Assistance related to FEMA-4301
C - Request for Public Assistance related to FEMA-4308

ATTACHMENT "A"



DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
REQUEST FOR PUBLIC ASSISTANCE

O.M.B. NO. 1660-0017
Expires April 30, 2013

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 10 minutes. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless it displays a valid OMB number. **NOTE: Do not send your completed questionnaire to this address.**

APPLICANT (Political subdivision or eligible applicant) CITY OF OROVILLE	DATE SUBMITTED 04.06.17
COUNTY (Location of Damages. If located in multiple counties, please indicate) BUTTE	DUNS NUMBER 086123437 → 613670868 → FIRE CITY HALL

APPLICANT PHYSICAL LOCATION

STREET ADDRESS 1735 MONTGOMERY STREET			
CITY OROVILLE	COUNTY BUTTE	STATE CA	ZIP CODE 95965

MAILING ADDRESS (If different from Physical Location)

STREET ADDRESS			
POST OFFICE BOX	CITY	STATE	ZIP CODE

Primary Contact/Applicant's Authorized Agent	**Alternate Contact**
NAME DONALD RUST	NAME ELIZABETH "LIZ" EHRENSTROM
TITLE Acting City Administrator	TITLE RISK MANAGER
BUSINESS PHONE (530) 538-2433	BUSINESS PHONE (530) 538-2407
FAX NUMBER (530) 538-2426	FAX NUMBER (530) 538-2468
HOME PHONE (Optional) N/A	HOME PHONE (Optional) N/A
CELL PHONE (530) 353-9996	CELL PHONE (530) 519-9616
E-MAIL ADDRESS drust@cityoroville.org	E-MAIL ADDRESS eehrenstrom@cityoroville.org
PAGER & PIN NUMBER N/A	PAGER & PIN NUMBER N/A

Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? ☐ YES ☑ NO

Private Non-Profit Organization? ☐ YES ☑ NO

If yes, which of the facilities identified below best describe your organization? _____

Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "... any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." "Other essential governmental service facility means museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety safety services of a governmental nature. All such facilities must be open to the general public."

Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.

OFFICIAL USE ONLY: FEMA - _____ -DR- _____ - _____ FIPS# _____ DATE RECEIVED _____

FEMA Form 90-49 AUG 10

ATTACHMENT "A"

4301

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
REQUEST FOR PUBLIC ASSISTANCE

O.M.B. NO. 1660-0017
Expires April 30, 2013

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 10 minutes. Burden means the time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control Number 1660-0017). You are not required to respond to this collection of information unless it displays a valid OMB number. **NOTE: Do not send your completed questionnaire to this address.**

APPLICANT (Political subdivision or eligible applicant): CITY OF OROVILLE	DATE SUBMITTED: 04.06.17
COUNTY (Location of Damages. If located in multiple counties, please indicate): BUTTE	DUNS NUMBER: 086123437 — FIRE; 613670868 → CITY HALL

APPLICANT PHYSICAL LOCATION

STREET ADDRESS: 1735 MONTGOMERY STREET			
CITY: OROVILLE	COUNTY: BUTTE	STATE: CA	ZIP CODE: 95965

MAILING ADDRESS (If different from Physical Location)

STREET ADDRESS:			
POST OFFICE BOX:	CITY:	STATE:	ZIP CODE:

Primary Contact/Applicant's Authorized Agent	**Alternate Contact**
NAME: DONALD RUST	NAME: ELIZABETH "LIZ" EHRENSTROM
TITLE: Acting City Administrator	TITLE: RISK MANAGER
BUSINESS PHONE: (530) 538-2433	BUSINESS PHONE: (530) 538-2407
FAX NUMBER: (530) 538-2426	FAX NUMBER: (530) 538-2468
HOME PHONE (Optional): N/A	HOME PHONE (Optional): N/A
CELL PHONE: (530) 353-9996	CELL PHONE: (530) 519-9616
E-MAIL ADDRESS: drust@cityoroville.org	E-MAIL ADDRESS: eehrenstrom@cityoroville.org
PAGER & PIN NUMBER: N/A	PAGER & PIN NUMBER: N/A

Did you participate in the Federal/State Preliminary Damage Assessment (PDA)? ☐ YES ☑ NO

Private Non-Profit Organization? ☐ YES ☑ NO

If yes, which of the facilities identified below best describe your organization? _____

Title 44 CFR, part 206.221(e) defines an eligible private non-profit facility as: "... any private non-profit educational, utility, emergency, medical or custodial care facility, including a facility for the aged or disabled, and other facility providing essential governmental type services to the general public, and such facilities on Indian reservations." "Other essential governmental service facility means museums, zoos, community centers, libraries, homeless shelters, senior citizen centers, rehabilitation facilities, shelter workshops and facilities which provide health and safety safety services of a governmental nature. All such facilities must be open to the general public."

Private Non-Profit Organizations must attach copies of their Tax Exemption Certificate and Organization Charter or By-Laws. If your organization is a school or educational facility, please attach information on accreditation or certification.

OFFICIAL USE ONLY: FEMA - _____ -DR- _____ - _____ FIPS# _____ DATE RECEIVED _____

FEMA Form 90-49 AUG 10

ATTACHMENT "B"

4308

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **DONALD RUST, ACTING CITY ADMINISTRATOR**
ADMINISTRATION DEPARTMENT

RE: **OROVILLE AIRPORT GROUND LEASE AGREEMENT WITH NLC CA, INC. DBA: NORTHWEST LINEMAN COLLEGE - FACILTIES EXPANSION**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider an Airport Ground Lease Agreement with NLC CA, Inc. dba: Northwest Lineman College for an expansion of their existing facilities.

BACKGROUND

The Northwest Lineman College (NLC) has been leasing 9.8 acres of land within the Oroville Airport Business Park since October 3, 2006. This original lease agreement was extended, with modifications, by the City Council on January 18, 2011 for another five years and due to expire on October 3, 2016 (Resolution No. 7670; Agreement No. 1983). On May 27, 2016 at a special City Council meeting, the Council extended the Agreement through October 31, 2026 (Resolution No. 8504; Agreement No. 1983-2). The Agreement provides two 5-year options, which if executed will extend the Agreement through October 2036. At the time of execution of the options, the rent will be reassessed to adjust for fair market value at the time.

The primary use of the premises are for the erection of utility poles for lineman training, with all poles meeting the applicable height limitations imposed by the Federal Aviation Administration (FAA). Other approved uses of the premises include: 1) the use of a lineman tower to conduct wind power generation and other renewable energy research, and 2) the construction of a mock subdivision for residential utility training for the students. Other additional uses of the premises shall not be allowed without prior approval by the City.

DISCUSSION

The Northwest Lineman College would like to expand onto 2.52 acres of empty land (APN: 030-260-060) located directly north of their currently leased area. If approved, the Agreement would be effective through October 31, 2026 with two 5-year options, which if executed will extend the Agreement through October 2036. Monthly rent would be

$253.37 per month, with the rent subject to a 2% annual inflation factor increase. Use of the premises will be the same as the uses identified in the Agreement No. 1983-2, as identified above.

FISCAL IMPACT

The City will receive monthly rent in the amount of $253.37, subject to an annual 2% increase.

RECOMMENDATIONS

Adopt Resolution No. 8605 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AIRPORT GROUND LEASE AGREEMENT WITH NLC CA, INC. DBA: NORTHWEST LINEMAN COLLEGE FOR AN EXPANSION OF THEIR FACILITIES – (Agreement No. 3220).

ATTACHMENTS

A – Resolution No. 8605
B – Agreement No. 3220

OROVILLE CITY COUNCIL
RESOLUTION NO. 8605

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AIRPORT GROUND LEASE AGREEMENT WITH NLC CA, INC. DBA: NORTHWEST LINEMAN COLLEGE FOR AN EXPANSION OF THEIR FACILITIES

(Agreement No. 3220)

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

1. The Mayor is hereby authorized and directed to execute an Airport Ground Lease Agreement with NLC CA, Inc. dba Northwest Lineman College. The agreement is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on May 16, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

OROVILLE AIRPORT GROUND LEASE

IT IS HEREBY AGREED by and between the City of Oroville, a Municipal Corporation (LESSOR), and NLC CA, Inc. dba: Northwest Lineman College, an Idaho Corporation (LESSEE) as follows:

1. Description of Property.

   LESSOR hereby leases to LESSEE and LESSEE hereby hires from LESSOR all that certain real property (Premises) located at the Oroville Municipal Airport, (Airport) as more particularly described as a portion of Assessor's Parcel Number 030-260-060, totaling 2.52 acres, as depicted in Exhibit "A-1" and Exhibit A-2 attached hereto, which exhibits are by this reference incorporated herein.

2. Term of Lease.

   A. Term. The term of this lease shall be for a period commencing August 1, 2017, and ending October 31, 2026.

   B. OPTION TO RENEW. LESSEE is given the option to extend the term of all the provisions contained in this Lease for two (2) five (5) year periods following expiration of the initial term, by giving notice of exercise of the option to LESSOR at least six (6) months, but not more than one (1) year, before the expiration of the initial or extended term. However, if LESSEE is in default on the date of giving the option notice, the option notice shall be totally ineffective, or if LESSEE is in default on the date the extended term is to commence the extended term shall not commence and the Lease shall expire at the end of the initial term.

3. Rental.

   Upon the effective date of this Agreement, through October 31, 2016, LESSEE covenants and agrees to pay to LESSOR a rental of $760.11 Dollars every three months ($253.37 per month), which rental shall be payable in three month installments with the rental due on the third day of the month every three months thereafter. Effective November 1, 2016, the rent shall be subject to a 2% annual inflation factor increase.

4. Use of Premises.

   The primary continued use of the Premises by LESSEE shall be for the erection of utility poles for lineman training by the Northwest Lineman College (NLC). All utility poles shall meet applicable height limitations imposed by the Federal Aviation Administration (FAA). Other approved uses of the Premises include: 1) the use of a lineman tower to conduct wind power generation research and 2) the construction of a mock subdivision for residential utility training for the students of the NLC. Other additional uses of the Premises by LESSEE shall not be allowed

without prior approval by the LESSOR.

5. Construction, Financing and Improvements.

(A) LESSEE shall not construct, alter, remove or replace any building, improvement or facility without first submitting to LESSOR all plans, designs and descriptions of same and obtaining from LESSOR its approval in writing as to all the terms, conditions, locations, utility, use, effect and architectural design of same. The aforesaid approval shall not be withheld unreasonably. LESSOR shall have thirty (30) days from the date of submission to indicate its approval or disapproval thereof and the reasons therefore, and, in the event LESSOR does not so indicate its disapproval, the aforesaid lack of approval shall constitute approval of said plans, designs and descriptions so submitted.

(B) LESSOR's right to develop or improve any part of the Airport shall not be limited in any way by this Paragraph 5, provided that the use, enjoyment and free access to the Premises not be impaired. However, nothing in this Lease notwithstanding, should the LESSOR in its sole and absolute discretion determine at any time during the existence of this Lease that LESSOR has a need for the Premises, LESSOR, in its sole and absolute discretion, may relocate LESSEE's operations to another location on the Oroville Municipal Airport of equal size that accommodates LESSEE'S operations within FAA height restrictions, (the "substituted property"), at LESSOR's sole cost and expense. In such event, this Lease shall terminate as to the Premises described herein on Exhibit "A-1" and “A-2” and this Lease and the balance of the term of this Lease shall apply to the substituted property.

(C) All improvements previously or hereafter constructed by LESSEE shall be and remain the property of LESSEE, and may be removed by LESSEE at the expiration of this Lease. If said improvements have not been removed within one hundred twenty (120) days after the expiration of this Lease, the same shall be deemed abandoned by LESSEE and shall become the sole property of the LESSOR.

Except as set forth in hereinabove, LESSEE shall not make, or suffer to be made, any alterations of the said premises or any part thereof, without the written consent of LESSOR first had and obtained. LESSEE shall keep the leased premises free from any liens arising out of any work performed, material furnished, or obligations incurred by LESSEE, and shall indemnify and hold LESSOR harmless therefrom.

6. Assignment.

LESSEE shall not assign this Lease or any portion of said real property or rights hereunder without the written consent of LESSOR first obtained, which consent

shall not be unreasonably withheld.

7. Insurance and Indemnity.

(A) LESSEE shall defend, indemnify and hold LESSOR and the property of LESSOR including the Premises and any buildings or improvements now or hereafter on said premises, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from LESSEE's construction activities, occupation and use of the Premises, specifically including without limitation, any liability, claim, loss, damage or expense arising by reason of:

(1) The death or injury of any person, including LESSEE or any person who is an employee or agent of LESSEE, or by reason of the damage to or destruction of any property, including property owned by LESSEE or by any person who is an employee or agent of LESSEE, from any cause whatever while such person or property is in, or on, the premises, or in any way connected with the Premises or with any of the improvements or personal property on the Premises;

(2) The death or injury of any person, including LESSEE or any person who is an employee or agent of LESSEE, or by reason of the damage to or destruction of any property including property owned by LESSEE or any person who is an employee or agent of LESSEE, caused or allegedly caused by either (a) the condition of the Premises or some building or improvement on the Premises, or (b) some act or omission on the Premises of LESSEE or any person in, on, or about said premises with the permission and consent of LESSEE;

(3) Any work performed on the Premises or materials furnished to the Premises at the instance or request of LESSEE or any person or entity acting for or on behalf of LESSEE; or

(4) LESSEE's failure to perform any provision of this Lease or to comply with any requirement of law or any requirement imposed on LESSEE or the Premises by any duly authorized governmental agency or political subdivision.

(B) LESSEE shall, at LESSEE'S own cost and expense, secure promptly after execution of this Lease and maintain during the entire term of this Lease – insurance coverage as shown in Exhibit “B”. Other entities involved in any of the approved land uses described in Section 4 shall also comply with the insurance requirements as shown in Exhibit “B”.

8. Obligations of LESSEE:

(A) The use and occupancy of the Premises by LESSEE shall be without cost or expense to LESSOR. It is understood and agreed that LESSOR is not obligated to furnish any utility services, such as gas, water, electricity and sewers, to LESSEE during the period of occupancy. LESSEE shall assume and pay for all utility services and for any necessary fire extinguisher for building interior and meters for measuring service of lights, water, sewer and gas.

(B) LESSEE agrees at LESSEE'S own expense to cause the Premises and any improvements and appurtenances thereon to be maintained in a presentable condition, consistent with good business practice and equal in appearance and character to other similar improvements at the Airport. The maintenance responsibilities in this Paragraph include the landscaped areas immediately surrounding any buildings to be constructed by LESSEE.

(C) LESSEE agrees at his own expense to cause to be removed from the Premises all waste, garbage and rubbish, and agrees not to deposit the same on any part of the Airport.

(D) LESSEE shall save the LESSOR harmless of and from any and all costs or charges for utility services furnished to or required by LESSEE during the term of this Lease; provided, however, that LESSEE is hereby given the right to connect to any and all storm and sanitary sewers, water and electricity utility outlets, at its own cost and expense, and shall pay for any and all services charges incurred or used on the Premises.

(E) After approval by the LESSOR, the LESSEE shall operate any business in a first-class manner, in accordance with the highest standard for this type of operation. The service shall at all times be prompt, courteous and efficient. The LESSEE specifically agrees:

(1) That in its operation and the operation of all its facilities on the Airport, neither it nor any person or organization occupying space or facilities thereon, will discriminate against any person or class of persons because of race, color, age, religion, creed, sex, handicap, marital status or national origin in the use of any facilities provided for the public on the Airport.

(2) That in rendering to the public any service, it will furnish said service on a fair, equal and not unjustly discriminatory basis to all users thereof, and will charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar

types of price reduction to volume purchasers.

(F) LESSEE will comply with the requirements of Section 3-19 of the Oroville City Code and will obey the Rules and Regulations set forth in Ordinance No. 1067 with amendments as may from time to time be promulgated by LESSOR or its authorized agents in charge of the Airport to ensure the safe and orderly conduct of the Airport, and LESSEE shall obey such rules and regulations as may from time to time be promulgated by the United States or any department or agency thereof and by the State of California for like purposes.

(G) LESSEE accepts the Premises in their present condition and LESSEE, without expense to LESSOR, will make all the necessary improvements.

(H) In the event LESSEE does not maintain the Premises in a satisfactory condition in accordance with the terms of this Lease, LESSOR shall have the right to perform necessary maintenance thereon at LESSEE's expense.

9. Fees and Taxes.

LESSEE shall pay and discharge promptly all lawful taxes and assessments which may be levied by the state, county or other tax levying body on any taxable interest of LESSEE, as well as all taxes and assessments on taxable personal property of whatever nature owned by LESSEE and located on the Premises. LESSEE shall promptly pay all excise, licenses and permit fees of whatever nature applicable to the operation of LESSEE's business.

10. Worker Compensation.

Upon request of LESSOR, LESSEE shall provide to LESSOR evidence of its compliance with the Workers' Compensation and Unemployment Compensation laws of the State of California if employing any workers.

11. Breach.

(A) Should LESSEE breach this Lease and abandon the Premises prior to the natural expiration of this Lease, LESSOR may continue this Lease in effect by not terminating LESSEE'S right to possession of the Premises, in which event LESSOR shall be entitled to recover the rent specified in this Lease as it becomes due under this Lease.

(B) All covenants and agreements contained in this Lease are declared to be conditions to this Lease. Should LESSEE default in the performance of any covenant, condition or agreement contained in this Lease and the default not be cured within sixty (60) days after written notice of the default

is served on LESSEE by LESSOR, then LESSOR may terminate this Lease, and

(1) Bring an action to recover from LESSEE:

(a) The worth at the time of award of the unpaid rent which had been earned at the time of termination of the Lease;

(b) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that LESSEE proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that LESSEE proves could be reasonably avoided; and

(d) Any other amount necessary to compensate LESSOR for all detriment proximately caused by LESSEE'S failure to perform his obligations under this Lease; and

(2) Bring an action in addition to or in lieu of the action described in subparagraph (1) of this section, to re-enter and regain possession of said premises in the manner provided by the laws of unlawful detainer of the State of California then in effect.

(C) Should LESSEE become insolvent as defined in this section, LESSOR may, by giving sixty (60) days written notice to LESSEE or to the person appointed to manage LESSEE'S affairs at the address for such person appearing in the official records of the Court that appointed him, terminate this Lease and forfeit LESSEE'S interest in the Premises and in any improvements or facilities in, on, or pertaining to the Premises. For purposes of this section, LESSEE shall be conclusively presumed to have become insolvent if LESSEE:

(1) Has a receiver appointed to take possession of all or substantially all of LESSEE'S property because of insolvency, except that LESSEE shall have sixty (60) days in which to have the receiver removed; or

(2) Makes a general assignment for the benefit of creditors.

(D) The remedies given to LESSOR in this paragraph 11, shall not be exclusive but shall be cumulative with and in addition to all remedies now or hereafter allowed by law and elsewhere provided in this Lease.

(E) The waiver by LESSOR of any breach by LESSEE of any of the provisions of this Lease shall not constitute a continuing waiver or a waiver of any subsequent breach by LESSEE either of the same or a different provision of this Lease.

(F) On expiration or sooner termination of this Lease, LESSEE shall surrender said premises to LESSOR in as good, safe and clean condition as practicable.

12. Compliance with Law.

LESSEE shall, at his sole cost and expense, comply with all the requirements of all City, County, State and Federal authorities now in force, or which may hereafter be in force pertaining to the Premises, and shall faithfully observe in the use of the Premises all City and County ordinances, and State and Federal Statutes, now in force or which may hereafter be in force. If any Federal Agency determines that any of the uses hereunder violate any deed restrictions set forth in the grant to LESSOR, LESSOR may terminate this Lease.

13. Attorneys' Fees.

In any action or proceeding between LESSOR and LESSEE to enforce any provision of this Lease, the prevailing party shall be awarded attorneys' fees and costs.

14. Notice.

For the purpose of giving notice under any of the foregoing provisions by one party herein to the other, it is agreed the notice may be sent to the following respective addresses and that the notice shall be conclusively deemed received at the expiration of forty-eight (48) hours after the mailing thereof:

LESSOR: **City Administrator**
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

LESSEE: **Northwest Lineman College**
Attn: Christopher Salvaggio
7600 South Meridian Road
Meridian, Idaho 83642

15. Time of Essence.

Time is of the essence of each and every term and provision of this Lease.

16. Airport Appropriated by Federal Government.

If the airport or any part thereof is appropriated by the Federal Government in a national emergency and, as a result thereof, LESSEE is prohibited by Federal law, rule or regulation from using or occupying the Premises, and LESSEE for such reason does not use or occupy the Premises and is not otherwise compensated for loss of use caused thereby, then, during the period in which all these conditions exist, LESSEE shall not be entitled to recover from LESSOR. Each and every provision, term and condition of this Lease shall remain in force and effect, unless by reason of the Federal Government's having appropriated the airport or any part thereof, LESSEE shall be physically or legally prevented from carrying out such provisions, terms and conditions; LESSEE's obligation in this regard shall be suspended only during the period of time LESSEE is prevented from carrying out such obligations by reason of such appropriation by the Federal Government. The term of this Lease shall not be extended because of the occurrence of the above conditions.

17. Non-discrimination.

The LESSEE, in the operation and use of the lands and buildings at the Airport will not on the grounds of race, age, religion, color, sex, handicap, marital status or national origin discriminate or commence discrimination against any person, or group of persons, in any manner prohibited by Part 15 of the Federal Aviation Regulations. Non-compliance with the above assurances shall constitute a material breach and, in the event of such non-compliance, LESSOR may take appropriate action to enforce compliance, may terminate the Lease agreement to which this covenant relates, or seek judicial enforcement.

18. Agreement with the United States.

This Lease shall be subordinate to the provisions of any existing or future agreement between LESSOR and the United States of America relative to the use, operation or maintenance of the Airport, the execution of which agreement had been or may now or hereafter be required as a condition precedent to the expenditure of Federal Funds for the development of the Airport; provided, that if, in the consequence of the subordination of this Lease to such agreement, LESSEE is required to give up any part or all of these leased premises or to alter, remove and/or relocate any part or all of its improvements, adjustment of rent shall be made by mutual agreement between LESSOR and LESSEE.

19. Rights to Amend.

In the event the Federal Aviation Agency requires modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the air terminal or lands and improvement covered by its laws, rules or regulations, LESSEE agrees to consent to such amendments, modifications or requirements of this Lease as may be reasonably required to obtain such funds; provided,

however, that in no event will LESSEE be required, pursuant to this paragraph, to agree to an increase in the rent provided for hereunder or to a change in the use (provided it is an authorized use hereunder) to which LESSEE has put the Premises.

20. Compliance with Federal Regulation.

LESSEE, for itself, its representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained or otherwise operated on said property described in this Lease for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, DOT, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964.

21. Compliance with Department of Transportation Regulations.

LESSEE, for itself, its representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that: (1) no person on the grounds of race, age, religion, color, sex, handicap, marital status or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that, in the construction of any improvements on, over, or under such land and the furnishings of services thereon, no person on the grounds of race, age, religion, color, sex, handicap, marital status or national origin shall be excluded from participation in, denied benefits of, or otherwise be subject to discrimination, (3) that LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

22. Breach of Non-discrimination Covenants.

In the event of breach of any of the above nondiscrimination covenants, LESSOR shall have the right to terminate the Lease and to render and repossess said land and the facilities thereon, and hold the same as if the Lease had never been made or issued. This provision does not become effective until the procedures of 49 CFR are followed and completed including expiration of appeal rights.

23. Non-Discriminatory Prices.

LESSEE shall furnish its accommodations and/or services on a fair, equal and not

unjustly discriminatory basis to all users thereof, and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar type of price reductions to volume purchasers.

24. Remedy for Noncompliance.

Noncompliance with Paragraph 20 above shall constitute a material breach hereof, and, in the event of such noncompliance, LESSOR shall have the right to terminate this Lease and the estate hereby created without liability therefore or, at the election of the LESSOR or the United States, either or both said Governments shall have the right to judicially enforce provisions.

25. Insertion in Agreements.

LESSEE agrees that it shall insert the above six (6) provisions in any Lease agreement, contract, etc., by which LESSEE grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the premises herein leased.

26. Affirmative Action.

LESSEE assures it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, sex, handicap, marital status or national origin, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. LESSEE assures it will require that its covered suborganizations provide assurances to LESSEE that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

27. Further Development.

LESSOR reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of LESSEE and without hindrance or interference.

28. Lease Subordinate to Agreements with United States.

This Lease may be subordinate to provisions and requirements of any existing or future agreement between LESSOR and the United States, relative to the development, operation or maintenance of the Airport.

29. Compliance with Notification and Review Requirements.

LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the premises.

30. Non-Exclusive Right under Federal Aviation Act.

It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of U.S. Code 40103 (e) and 47107(a)(4).

31. Property Interest Subject to Taxation.

The property interest which is the subject of this Lease may be subject to property taxation and/or possessory interest taxes. In such event, LESSEE shall be solely required to pay the property taxes on such interest.

32. Further documents.

At any time, and from time to time, within twenty-one (21) days after notice of request by either party, the other party shall execute, acknowledge, and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect, or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent has been paid in advance. The statement shall be such that it can be relied on by any other auditor, creditor, commercial banker, and investment banker of either party, and by any prospective purchaser or encumbrancer of the premises or improvements, or both, or of all or any parts of LESSEE's or LESSOR's interests under this Lease.

A failure to execute, acknowledge, and deliver on request the statement described above, within the specified time, shall constitute acknowledgement to all persons entitled to rely on the statement that this Lease is unmodified and in full force and effect and that the rent has been duly and fully paid to and including the respective due date immediately preceding the date of the notice of request, and shall constitute a waiver with respect to all persons entitled to rely on the statement of any defaults that may exist before the notice, and shall be an event of default.

33. Definitions.

Person means person or persons or other entity or entities, or any combination of persons or entities.

LESSOR means the person who is the owner at the time in question of the Premises, whether singular or plural in number and whether named in this Lease as LESSOR or having become the successor in interest of the named LESSOR, or the successor of a successor whether by assignment, foreclosure or other transfer, and whether intentional or inadvertent or by operation of law.

LESSEE means the person named as LESSEE in the Lease, whether singular or plural in number, or the person who at the time in question is the successor in interest of LESSEE, or the successor of a successor whether by assignment, foreclosure or other transfer, and whether intentional or inadvertent or by operation of law. It does not, however, include any person claiming under any assignment or other transfer prohibited by this Lease, and this definition does not alter the provisions of this Lease relating to assignment or sub-letting.

Improvements means all buildings, structures, and improvements, and all additions to or improvements of or in, now or at any time hereafter, located on the Premises and including, but not limited to, all the foundations and footings therefore, all fixtures, appliances, furnaces, boilers, machinery, engines, motors, compressors, dynamos, fittings, pipings, connections, conduits, ducts, partitions, and equipment and apparatus of every kind and description now or hereafter affixed or attached to or incorporated in any such building, structure or improvements, including all machinery and equipment used or procured for use in connection with or for the heating, cooling, lighting, plumbing, ventilation, air-conditioning, refrigeration, cleaning, or general operation of any such building, structure, or any improvement, but shall not include property which may be removed by a sub-tenant pursuant to a sub-lease.

Sub-lease means a Lease by LESSEE of the premises or improvements, whether such Lease is a Lease subordinate to this Lease or a direct Lease of improvements reserved by LESSEE. The term also includes licenses, concessions, or other agreements relating to the use or occupancy of the Premises granted by LESSEE resulting in income payable to LESSEE.

Sub-tenant means the tenant under a sub-lease.

Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes corporation, partnership, or other legal entity when the context so requires.

Plural. The singular number includes the plural, and vice versa, whenever the context so requires.

Exhibits. All exhibits to which the reference is made in this Lease are incorporated in this Lease by the respective references to them, whether or not they are actually attached. Reference to "this Lease" includes matters incorporated by reference.

Force Majeure means a cause beyond an obligated party's reasonable control, including, but not limited to, strikes, lockouts or labor disputes, riots, wars, fires, floods, earthquakes, accidents, embargoes, governmental restrictions, regulations or controls, or acts of God.

Environmental Laws means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as later defined), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) *[42 USCS §§ 9601 et seq.]*; the Resource Conservation and Recovery Act of 1976 (RCRA) *[42 USCS §§ 6901 et seq.]*; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) *[33 USCS §§ 1251 et seq.]*; the Toxic Substances Control Act (TSCA) *[15 USCS §§ 2601 et seq.]*; the Hazardous Materials Transportation Act (HMTA) *[49 USCS §§ 1801 et seq.]*; the Insecticide, Fungicide, Rodenticide Act *[7 USCS §§ 136 et seq.]*; the Superfund Amendments and Reauthorization Act *[42 USCS §§ 6901 et seq.]*; the Clean Air Act *[42 USCS §§ 7401 et seq.]*; the Safe Drinking Water Act *[42 USCS §§ 300f et seq.]*; the Solid Waste Disposal Act *[42 USCS §§ 6901 et seq.]*; the Surface Mining Control and Reclamation Act *[30 USCS §§ 1201 et seq.]*; the Emergency Planning and Community Right to Know Act *[42 USCS §§ 11001 et seq.]*; the Occupational Safety and Health Act *[29 USCS §§ 655 and 657]*; the California Underground Storage of Hazardous Substances Act *[H & S C §§ 25280 et seq.]*; the California Hazardous Substances Account Act *[H & S C §§ 25300 et seq.]*; the California Hazardous Waste Control Act *[H & S C §§ 25100 et seq.]*; the California Safe Drinking Water and Toxic Enforcement Act *[H & S C §§ 24249.5 et seq.]*; the Porter-Cologne Water Quality Act *[Wat C §§ 13000 et seq.]* together with any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect or later enacted that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

Hazardous Substances includes without limitation:

(a) Those substances included within the definitions of hazardous substance, hazardous waste, hazardous material, toxic substance, solid waste, or pollutant or contaminant in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(b) Those substances listed in the United States Department of Transportation (DOT) Table *[49 CFR 172.101]*, or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances *[40 CFR Part 302]*;

(c) Other substances, materials, and wastes that are or become regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(d) Any material, waste, or substance that is

(i) a petroleum or refined petroleum product,

(ii) asbestos,

(iii) polychlorinated biphenyl,

(iv) designated as a hazardous substance pursuant to 33 USCS § 1321 or listed pursuant to 33 USCS § 1317,

(v) a flammable explosive, or

(vi) a radioactive material.

34. Environmental laws/hazardous substances.

LESSEE will obey all environmental laws and will not permit any hazardous substances on the premises without the permission of LESSOR.

IN WITNESS WHEREOF, we have hereunto set our hands on May 16, 2017, at Oroville, California.

LESSOR: **CITY OF OROVILLE**

BY: _____
Linda L. Dahlmeier, Mayor

LESSEE:

By: _____
NLC CA, Inc. dba: Northwest Lineman College

EXHIBIT A

Legal Description
Oroville Airport Business Park

Northwest Lineman College Lease Parcel

All that real property situate in the City of Oroville, County of Butte, State of California, lying in Section 14, Township 19 North, Range 3 East, Mount Diablo Meridian, being that 2.52+/- acre parcel as shown on that map entitled "Record of Survey Oroville Airport Business Park", filed for record in the office of the Butte County Recorder on September 9, 2011, in Book 182 of Maps, at page 28, and more particularly described as follows:

BEGINNING at the southeast corner of said 2.52+/- acre parcel, said corner being the northeast corner of the City of Oroville Lease Parcel #1983, as shown on said Record of Survey;

Thence along the exterior boundary of said 2.52+/- acre parcel the following seven (7) courses:

1. Along the north line of said Lease Parcel #1983 North 89°54'58" West 519.75 feet to the east line of Chuck Yeager Way;
2. Thence along said east line of Chuck Yeager Way North 00°04'26" East 189.42 feet to the beginning of a tangent curve to the right, concave southeasterly, having a radius of 25.00 feet;
3. Thence northeasterly along said curve, through a central angle of 90°00'36", for an arc length of 39.27 feet to the south line of Challenger Way, as shown on said Record of Survey;
4. Thence along said south line of Challenger Way, South 89°54'58" East 409.79 feet to the beginning of a tangent curve to the right, concave southwesterly, having a radius of 25.00 feet;
5. Thence southeasterly along said curve, through a central angle of 90°00'00", for an arc length of 39.27 feet;
6. Thence South 89°54'56" East 60.00 feet to the west line of the City of Oroville Lease Parcel #1043 as described in that certain Memorandum of Lease recorded November 17, 1992, at Recorder's Serial No. 92-52616, Official Records of Butte County;
7. Thence along said west line South 00°05'02" West 189.42 feet to the Point of Beginning.

Containing 2.52 acres, more or less.

The basis of bearings for this description is that same as that used for said Record of Survey filed in the office of the Butte County Recorder on September 9, 2011, in Book 182 of Maps, at page 28.

LICENSED LAND SURVEYOR
MICHAEL L. MAYS
No. 6967
STATE OF CALIFORNIA

Date: 4/19/17

Michael L. Mays, PLS 6967
NorthStar

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **BOB MARCINIAK, PROGRAM SPECIALIST**
DONALD RUST, ACTING CITY ADMINISTRATOR
ADMINISTRATION DEPARTMENT

RE: **POTENTIAL NEW LOCATION FOR METAL SALMON SCULPTURES**

DATE: **MAY 16, 2017** ***(Continued from January 17, 2017)***

SUMMARY

The Council may consider a potential new location for the State Highway 70 and Montgomery Street Metal Salmon Sculptures.

BACKGROUND

As part of the State Highway 70 and Montgomery Street (2008-2011) California Department of Transportation Landscape Improvement Grant, a series of seven (7) five and seven-foot metal fish sculptures were crafted by local artist, Steve Nielsen, and installed in late 2011, on the two paved slopes underneath State Highway 70. The sculptures were well received by the community and visitors, however; in March, 2015, one of the sculptures was illegally removed. In a pro-active measure to protect the remaining six sculptures, City staff removed the remaining sculptures and placed them in storage. In 2011, the City of Oroville entered a twenty (20) year Landscape Maintenance Agreement (LMA) with the California Department of Transportation for landscape and icon maintenance.

Unfortunately, the State Highway 70 and Montgomery Street underpass has become a haven for individuals who use the area for night-time activities. Staff contacted the California Department of Transportation (DOT) seeking permission to relocate the metal sculptures to a safer location. On December 21, 2016, DOT responded advising staff that relocating the sculptures was permissible with an addendum to the Landscape Maintenance Agreement (Agreement No. 1795) with the DOT detailing the new location(s).

DISCUSSION

On January 17, 2017, City Council provided direction to meet with Steve Nielsen the artist of the fish sculptures. On March 23, 2017, staff and Council representative Del Rosario met with Mr. Nielsen. After discussion, Mr. Nielsen

recommended that they be installed on the Municipal Auditorium with up-lighting to provide evening visibility. On April 20, 2017, the fish were transported to the front of the Municipal Auditorium to allow the artist and Council Member Del Rosario to “stage” how they potentially would be displayed. It was determined that they would be installed with one lead salmon, followed by the others in a “swimming” mode. During the staging, local artist, Ted Hanson stopped by and suggested that a painted water-scape scene on the wall where the salmon might be installed would be very complimentary. Both artists agreed to that concept.

The alternate location, suggested by Mr. Nielsen, for installation was on the City Hall building starting on the wall facing Oak Street and continuing around to the Montgomery Street wall, stopping just before the entrance to the Council Chambers with appropriate LED lighting.

Staff recommends that City Council approve one of the potential locations mentioned above, or provide direction to staff.

FISCAL IMPACT

None at this time; funds to install the metal fish sculptures would come from the City of Oroville, Public Art/Oroville Beautification Fund.

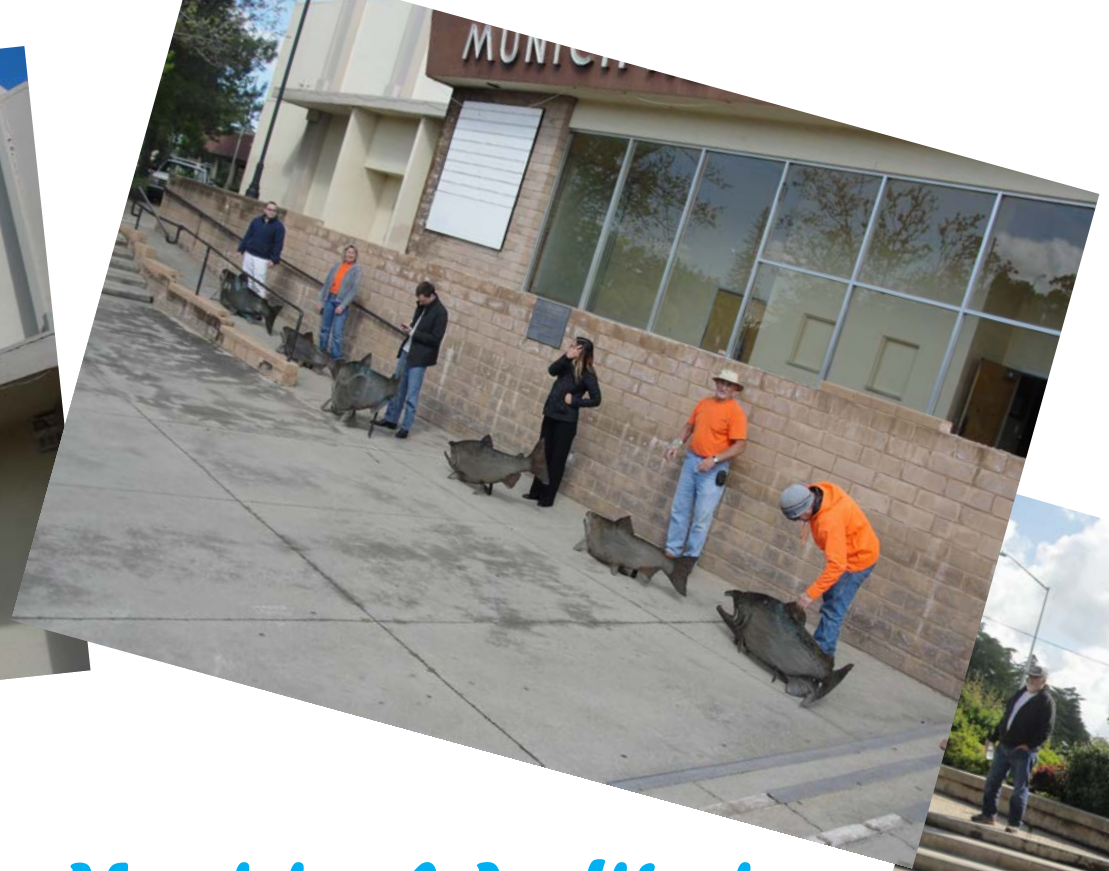
RECOMMENDATION

Provide direction, as necessary.

ATTACHMENTS

A – PowerPoint Presentation with potential locations

Salmon Sculpture Relocation



Salmon staging at the Municipal Auditorium

Salmon vary in size from 4' to 6' & weigh about 50 pounds each …

MUNICIPAL AUDITORIUM

MUNICIPAL AUDITORIUM

City Hall … alternate location

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **JAMIE HAYES, ASSISTANT CITY CLERK**
ADMINISTRATION DEPARTMENT

RE: **APPOINTMENTS TO THE CITY OF OROVILLE ARTS COMMISSION**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider appointing a qualified applicant to the City of Oroville Arts Commission for a four-year term, ending June 30, 2021. In addition, the Council may also consider the reappointment of Sarah Britton to the Oroville Arts Commission for an additional four-year term, ending June 30, 2021.

DISCUSSION

The City of Oroville's Arts Commission was formed in October 2008 in order to serve as advocates for the Arts and as a community partner in the design and development of the City's cultural life and environment.

The City is required to appoint five representatives to the Arts Commission: one City Council member or designee, one Oroville Park Commissioner, one City resident and two community members residing within the Greater Oroville Area.

Staff has advertised and received two applications for the appointment of a new member to fill the vacancy created by the resignation of former Arts Commission member Steve Vandervort. One applicant is a current City resident; the other is a Greater Oroville Area resident. If appointed, the selected applicant will serve a full four-year term ending on June 30, 2021.

In addition, the Council may also consider the reappointment of Sarah Britton to the Oroville Arts Commission for an additional four-year term, also ending June 30, 2021.

RECOMMENDATIONS

1. Appoint a qualified applicant to serve on the City of Oroville's Arts Commission for a four-year term, ending June 30, 2021.

2. Reappoint Sarah Britton to serve on the City of Oroville's Arts Commission for a four-year term, ending June 30, 2021.

ATTACHMENTS

A - Applications for Appointment Form (2)
B – Request for Reappointment – Sarah Britton

ATTACHMENT "A"

RECEIVED

APR 06 2017

CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

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

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

Name of committee/commission you are applying for:

Arts Commission

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

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

APPLICANT INFORMATION

Name (print): Heidi LaGrone

Residence Address: _____, Oroville, CA 95966

Mailing Address (if different): _____

Telephone: _____ E-Mail Address: _____

Are you a qualified elector** of the City? Yes [x] No [ ]

EMPLOYMENT INFORMATION

Occupation: Office manager

Current Employer: Better Builders Construction, Inc.

Current Employer Address: 5263 Royal Oaks Dr., Oroville, CA 95966

Telephone: _____

EXPERIENCE/BACKGROUND

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

Education: MTI Business College

Memberships of Organizations: Birdcage Theatre

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

If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

Facebook post

VERIFICATION

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

Date: 4/5/17 Signature:

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

Developing the arts in the City of Oroville is a passion of mine. I believe that offering more in the way of art events, live theater, and cultural activities is a way to promote our City. As a member of the Birdcage Theatre, I know first hand how hard it is for local venues to stay afloat in these trying economic times. I would love to see our City partner with our venues and artists to help promote the productions and activities that they put on. Increasing patrons to events benefits all of us in the City. I myself have heard from people that came to Oroville to see a production that said they didn't even know we had a theater here.

We have many opportunities to promote our City that are not being utilized. I would like to be a part of the Art Commission to help with this and see that everyone knows what the City of Oroville has to offer.

BASIC SUPPLEMENTAL INFORMATION QUESTIONNAIRE

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

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

I believe the Arts is an underserved area in our City. We have many talented people in our City and I would love to see more opportunities to showcase this talent.

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

I am a member of the Birdcage Theatre and have been a part of some productions there and at the State Theatre.

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

I do not believe there are any conflicts that I would have.

Date: 4/5/17 Signature: _____

City of Oroville
APR 07 2017
Administration

CITY OF OROVILLE

APPLICATION FOR APPOINTMENT TO CITY COMMITTEE OR COMMISSION

(Please Read Instructions)

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

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

Name of committee/commission you are applying for:

Arts Commission

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

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

APPLICANT INFORMATION

Name (print): Heather L. Johnson

Residence Address: _____

Mailing Address (if different): _____

Telephone: _____ E-Mail Address: _____

Are you a qualified elector** of the City? Yes [ ] No [x]

EMPLOYMENT INFORMATION

Occupation: Visual Communications Strategist

Current Employer: Langlers Webworks www.lanlgers.com

Current Employer Address: 1230 1st Ave. Oroville, CA 95965

Telephone: 530-871-9311

EXPERIENCE/BACKGROUND

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

Education: American River College

Memberships of Organizations: _____

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

If yes, list committee/commission and dates served: _____

How did you hear about this recruitment? (Optional)

At the "State of the City" breakfast from Machelle Conn. We sat at the same table.

VERIFICATION

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

Date: 4/06/17 Signature: _____

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

My "Arts" background:

18 years experience as Art Director and Sr. Producer, developing video and print campaigns for clients such as The Gap, Banana Republic, and Sprint. Also worked with smaller San Francisco-based agencies and non-profit groups on local community focused projects.

1 year Arts and Music teacher at Kaiser Elementary in Oakland, CA

3 years piano teacher in Fair Oaks, CA

Author and Art Director of "About The Rainforest" for the educational "We Both Read" book series.

ATTACHMENT "B"

Jamie Hayes

From: Sarah Alice Britton
Sent: Friday, April 21, 2017 8:08 AM
To: CityHall_CityClerk
Subject: Continuing as an Arts Commissioner

Good Morning Jamie,

I am sending you this email in order to express my interest in continuing as an Arts Commissioner after my current term is over. Working on the Arts Commission has been interesting, and I feel there is more left to do.

Thank you for your time in this regard.

Best,
Sarah Alice Britton

Sent from my Verizon Wireless 4G LTE DROID

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **DONALD RUST, ACTING CITY ADMINISTRATOR**
ADMINISTRATION DEPARTMENT

RE: **EMERGENCY OPERATIONS CENTER TRAINING**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider participating in Emergency Operations Center (EOC) training, hosted by California Water Service Company, on June 22, 2017, in conjunction with other regional agencies.

DISCUSSION

California Water Service Company has invited City Council members, City Administration staff, Oroville Fire and Police Departments, and other regional agencies within Butte County to participate in EOC training. The training will be held at the City of Oroville Public Safety office on Lincoln Street on Thursday, June 22, 2017, from 8:30 a.m. to 3:00 p.m. The purpose of the training is for greater coordination during an emergency or disaster. The Emergency Response Course will include an Incident Command System (ICS) refresher, and EOC Exercise (Hands on training: utilize ICS vests & positional checkoff sheets for a simulated disaster). The training will conclude with an exercise debriefing and lessoned learned.

FISCAL IMPACT

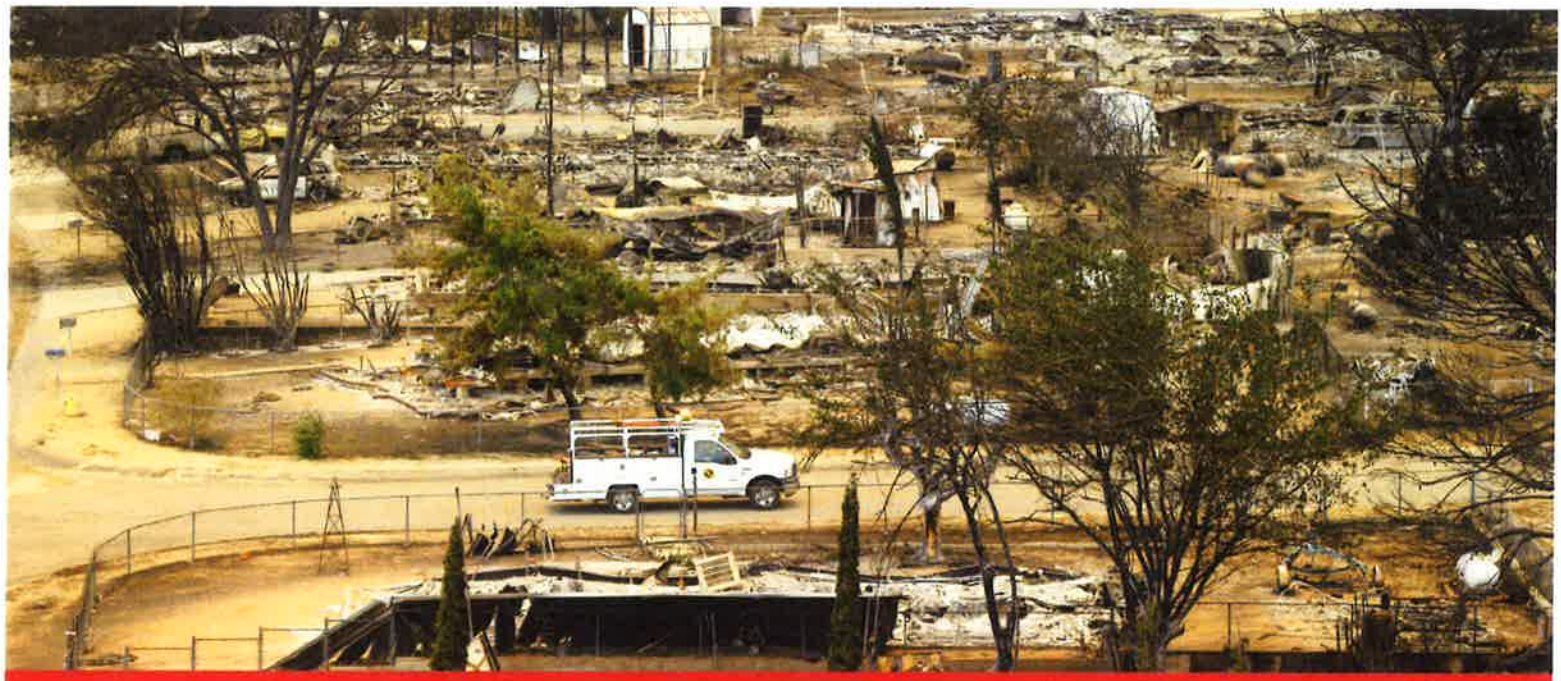
No impact to the General Fund.

RECOMMENDATIONS

Provide direction, as necessary.

ATTACHMENTS

A – Flier



The CITY OF OROVILLE, CITY OF CHICO, *and* BUTTE COUNTY *are invited to*

EOC TRAINING

This is an opportunity for greater coordination during an emergency or disaster.

THURSDAY, JUNE 22, 2017
2055 LINCOLN STREET, OROVILLE, CA 95966

8:30AM - 9:00AM
Sign in, meet and greet, and obtain course materials

9:00AM – 12:00PM
Emergency Response Course which includes Incident Command System Refresher

12:00PM
Lunch ***(will be provided)***

1:00PM - 2:30PM
EOC Exercise *(Hands on training: Utilize ICS Vests & Positional Checkoff Sheets for a Simulated Disaster*

2:30PM - 3:00PM
Exercise Debrief and Lessons learned

INVITED GUESTS INCLUDE:

Butte County EOC Staff, Butte County Sheriff's Office, City of Oroville Administration, City of Oroville Fire Department, City of Oroville Police Department, City of Chico Administration, City of Chico Fire Department, and City of Chico Police Department

FOR MORE INFORMATION contact Gerald Simon at (408) 367-8586
PLEASE RSVP with Cindi Dunsmoor by email: *cdunsmoor@buttecounty.net*

CALIFORNIA WATER SERVICE
Quality. Service. Value.

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **DONALD RUST, ACTING CITY ADMINISTRATOR**
ADMINISTRATION DEPARTMENT

RE: **LETTER TO CONGRESSMAN DOUG LAMALFA REGARDING THE OROVILLE DAM SPILLWAY INCIDENT**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider sending a letter to Congressman Doug LaMalfa regarding the Oroville Dam Spillway incident.

DISCUSSION

Mayor Dahlmeier and Council Member Thomson have requested a letter in support regarding the Oroville Dam Spillway incident be sent to the Congressman Doug LaMalfa. The letter calls attention to the many lives within and around Oroville who have been affected by the Oroville Dam Spillway crisis and the many within California who would be affected by the failure of the Oroville water project. Additionally, a request for explanation of the event and an oversight hearing on the Federal Energy Regulatory Commission's (FERC) Division of Dam Safety to determine how this regulatory failure occurred and an analysis of the impacts on the Feather River habitat and recreation. Lastly, a request for a process to discuss impact mitigation with FERC, Department of Water Resources (DWR), and the water beneficiaries of this.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

Authorize staff to send a letter to Congressman Doug LaMalfa regarding Oroville Dam Spillway incident.

ATTACHMENTS

A – Letter to Congressman Doug LaMalfa

City of Oroville

OFFICE OF THE CITY COUNCIL

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2535 FAX (530) 538-2468
www.cityoforoville.org

May 16, 2017

Congressman Doug LaMalfa
322 Cannon House Office Building
Washington, DC 20515

RE: LETTER REGARDING THE OROVILLE DAM SPILLWAY CRISIS

Dear Congressman LaMalfa:

Our small rural town of 19,000 people sits at the base of the Sierra foothills along the banks of the Feather River. While we have always felt blessed to live in Oroville, we are not a wealthy community. The median income for our community is $36,000 and almost 24% of our residents are below the poverty line. Our town is also home to the tallest dam in America. Until this past month, having the tallest dam bear the name of our town has always been a point of pride. That all changed on February 9th of this year.

The collapse of the main spillway at the Oroville Dam and the near failure of the emergency spillway led to the evacuation of 180,000 people, including virtually all the residents of the city. People spent hours trying to flee just a few miles, not knowing if the spillway would fail, taking themselves and their loved ones away. Had the spillway failed, tens of thousands would have died, 28,000,000 would be without a source of water and life as we know it in California would forever be changed. This disaster is one of the worst nightmares any elected official could imagine for their community.

While the dam did not fail, the ramifications of this event continue, going far beyond repairs to the dam: thousands of truck trips to bring repair materials and equipment have degraded many of our roads; real estate transactions have declined and escrows have been cancelled; and recreation, which we depend on heavily in our small community, has come to a standstill with virtually no options in place for alternatives or recovery.

The Feather River fishery is a vital element in the City's recreation economy. The long-term impacts the damage has caused to the hatchery are unknown. We do know that the mud and silt from the collapsed spillway has killed many of the fish that live in the river and certainly destroyed much of the habitat. We also know that many fish were stranded as the flows ramped down from 50,000 cfs (cubic feet per second) to zero in just a few hours.

River Bend Park, which was built as part of the Settlement Agreement with DWR for the FERC hydropower license for Oroville Dam, was inundated and sustained serious damage. 800 families will be displaced for soccer alone, while the park remains closed causing tournaments to be held in other cities. For the past several years we have been working on a river plan that would

reconnect the City with the river, and many now wonder if the river is something to embrace or if it should be feared.

Biking and running trails are gone; fishing tournaments are gone; boat ramps are closed; roads are closed; docks are closed; and literally all recreational access points along the Feather River are closed until further notice. The cost for just the road repair is in the millions. The cost to our community is overwhelming. How can we move forward from here? We need your help.

First, the residents of Oroville and the surrounding areas deserve to know how this happened. Several public interest organizations brought up the inadequacy of the emergency spillway during the FERC relicensing process in 2005. FERC and the California Department of Water Resources assured us that the dam was safe and could handle any foreseeable flood event. We believed this to be true. The emergency spillway was allegedly rated to 350,000 cfs and yet it nearly failed with a flow of just 12,000 cfs! It is readily apparent that the dam safety regulators at FERC did not take the safety of the citizens of Oroville seriously. Investigating how this event occurred will enable the community to demand action to prevent it in the future. With this concern in mind, we request an oversight hearing on FERC's Division of Dam Safety to determine how this regulatory failure occurred.

Second, the community deserves a full analysis of the impacts of this event to Oroville and the surrounding areas. This should include the direct and indirect impacts to services, infrastructure, and local economies. We also need to have a full analysis of the impacts to the Feather River and how that will impact current and future recreation.

Lastly, we need to have a process to discuss with FERC, DWR, and the water beneficiaries of this project, how these impacts will be mitigated. The benefits from the Oroville dam are immense. California would not exist in its current form without the water from this project. However, the people from this community who were in harm's way when parts of this project failed deserve to be made whole before any discussion moves forward regarding expanding the role of dams and hydropower.

We request your assistance to shed more light on the regulatory failure that occurred at the Oroville Dam before any consideration is given to expanding FERC's regulatory authority.

Respectfully,

Linda L. Dahlmeier, Mayor	Janet Goodson, Vice Mayor
Scott Thomson, Council member	Linda Draper, Council member
Marléne Del Rosario, Council member	Art Hatley, Council member
Jack Berry, Council member	

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **DONALD RUST, ACTING CITY ADMINISTRATOR**
ADMINISTRATION DEPARTMENT

RE: **LETTER OF SUPPORT REGARDING THE ESTABLISHMENT OF A BUTTE COUNTY FIRE PROTECTION DISTRICT**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider a letter of support regarding the establishment of a Butte County Fire Protection District (BCFPD) to provide fire protection services for the unincorporated areas of Butte County, and potential the City of Oroville.

DISCUSSION

The City of Oroville continues to face serious financial challenges that threaten its current financial stability and long-term fiscal solvency. The City of Oroville has already implemented various actions to address these financial challenges and is presently exploring possible alternative means of delivering various City services and programs, related to fire protection services.

At their December 20, 2016 meeting, the City Council approved a Request for Proposals (RFP) for public safety services, including fire protection services. As the Council is aware, the Oroville Fire Department's staffing levels are at the same levels they were in the 1990's. However, the community they protect has significantly grown and expenditures are out pacing revenues. Given the fiscal challenges of the City, contracting for fire protection services is a potentially viable option for the City. City staff issued the RFP, however, only received one proposal, from CAL-FIRE, which exceeds expenditures for city's current fire protection services.

On April 25, 2017, the Butte County Board of Supervisors heard a presentation regarding various issues related to fire protection services in Butte County, specifically the rising cost to provide the services and the potential establishment of a Butte County Fire Protection District. Butte County entered into a contract with Matrix Consulting to provide analysis of service models and funding models. Matrix analyzed two service models: (1) a stand-alone fire department, and (2) a modified version of the existing cooperative agreement with CAL FIRE. Matrix also analyzed one funding model for a Fire Protection District.

The best way to ensure stability of a new BCFPD is to develop dedicated funding sources that can be used exclusively for a fire protection district. Among the variety of funding mechanisms, a single, countywide fire protection district offers the best features to maintain stable services. It would allow residents receiving the service to determine the level of service, it would allow the ability to continue working with CAL FIRE, it would allow other jurisdictions (incorporated cities and other special districts within the County) to join the district, and would allow for governance dependent or independent from the Board of Supervisors. The formation of a fire protection district would require Butte Local Agency Formation Commission (LAFCO) and voter approval.

Based on the analysis from Matrix Consulting and the County's current inability to fund all public safety systems, County staff recommended that the Board of Supervisors: (1) Request funding from the City of Chico for the county's operational costs of Station 42 within the Chico City limits, or to close the station if the City chooses not to fund it; (2) Negotiate with the State to transfer Station 55 in Bangor to CAL FIRE to provide the ongoing operation of the station; (3) Eliminate the Amador program at Station 13 in Stirling City, Station 36 in Jarbo Gap, and 62 in Berry Creek (Harts Mill) during the winter season; and (4) Begin LAFCO procedures to establish a fire protection district. The Board of Supervisors requested some additional information regarding the overall issues and concerns, and to bring the item back to the Board in late May or June as part of the County's budget hearings.

In addition to the above fiscal concerns, the incident at the Oroville Dam resulted in the evacuation of almost 200,000 people, infrastructure damage and a needed Unified Command Structure for the emergency operations associated with the disaster. It's clear that the regional approach of a unified command would have been extremely beneficial to the City of Oroville, Butte County and the other cities downstream.

City staff believes that the Council should authorize the Mayor to sign a letter of support to the Butte County Board of Supervisors regarding the proposed establishment of the Butter County Fire Protection District to provide fire services for the unincorporated areas of Butte County and potentially the City of Oroville, as well as other incorporated cities within the County. Also, the City would contribute $4,000 to participate in the funding of the LAFCO procedures to establish a fire protection district.

FISCAL IMPACT

The City staff would experience minimal costs related to staff time in providing information, data and any participation in the LAFCO procedures to establish a fire protection district. If the Council approves a contribution of $4,000, the funds would come from the following department budgets:

Community Development & Public Works:	$2,000	2201-6370
Public Safety Department:	$2,000	2801-6370

RECOMMENDATIONS

1. Authorize the Mayor to sign a letter of support regarding the proposed establishment of a Butte County Fire Protection District.

2. Authorize the contribution of $4,000 from the Community Development & Public Works and Public Safety departmental budgets to participate in the Butte Local Agency Formation Commission's procedures.

ATTACHMENTS

A – Letter of Support
B – Portions of the Matrix Consulting presentation

City of Oroville

OFFICE OF THE MAYOR

Linda L. Dahlmeier
MAYOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2433 FAX (530) 538-2468
www.cityoforoville.org

May 16, 2017

Butte County – Board of Supervisors
25 County Center Drive, Suite 200
Oroville, California 95965

RE: LETTER OF SUPPORT REGARDING THE ESTABLISHMENT OF A BUTTE COUNTY FIRE PROTECTION DISTRICT

Dear Supervisors:

The City of Oroville hereby formally expresses its support of the proposed establishment of a Butte County Fire Protection District (BCFPD). The best way to ensure stability of a new BCFPD is to develop dedicated funding sources that can be used exclusively for a fire protection district. Among the variety of funding mechanisms, a single, countywide fire protection district offers the best features to maintain stable services. It would allow residents receiving the service to determine the level of service, it would allow the ability to continue working with CAL FIRE, it would allow other jurisdictions (incorporated cities and other special districts within the County) to join the district, and would allow for governance dependent or independent from the Board of Supervisors. The formation of a fire protection district would require LAFCO and voter approval.

The Matrix Consulting analysis highlights the current inability to fund public safety functions, with rising expenditures and revenues to provide those services falling well behind. The City of Oroville is currently struggling to fund the current level of service needs for its public safety programs and believes that a regional fire protection district may be the best approach for the future.

In addition to the above fiscal concerns, the incident at the Oroville Dam resulted in the evacuation of almost 200,000 people, infrastructure damage and a needed Unified Command Structure for the emergency operations associated with the disaster. It's clear that the regional approach of a unified command would have been extremely beneficial to the City of Oroville, Butte County and the other cities downstream.

For these reasons, we enthusiastically support the proposed establishment of a Butte County Fire Protection District. Should you have any questions regarding our position, please do not hesitate to contact me.

Sincerely,

Linda L. Dahlmeier, Mayor
City of Oroville

Fire Services Restructuring Final Report Presentation

Butte County, California

matrix consulting group

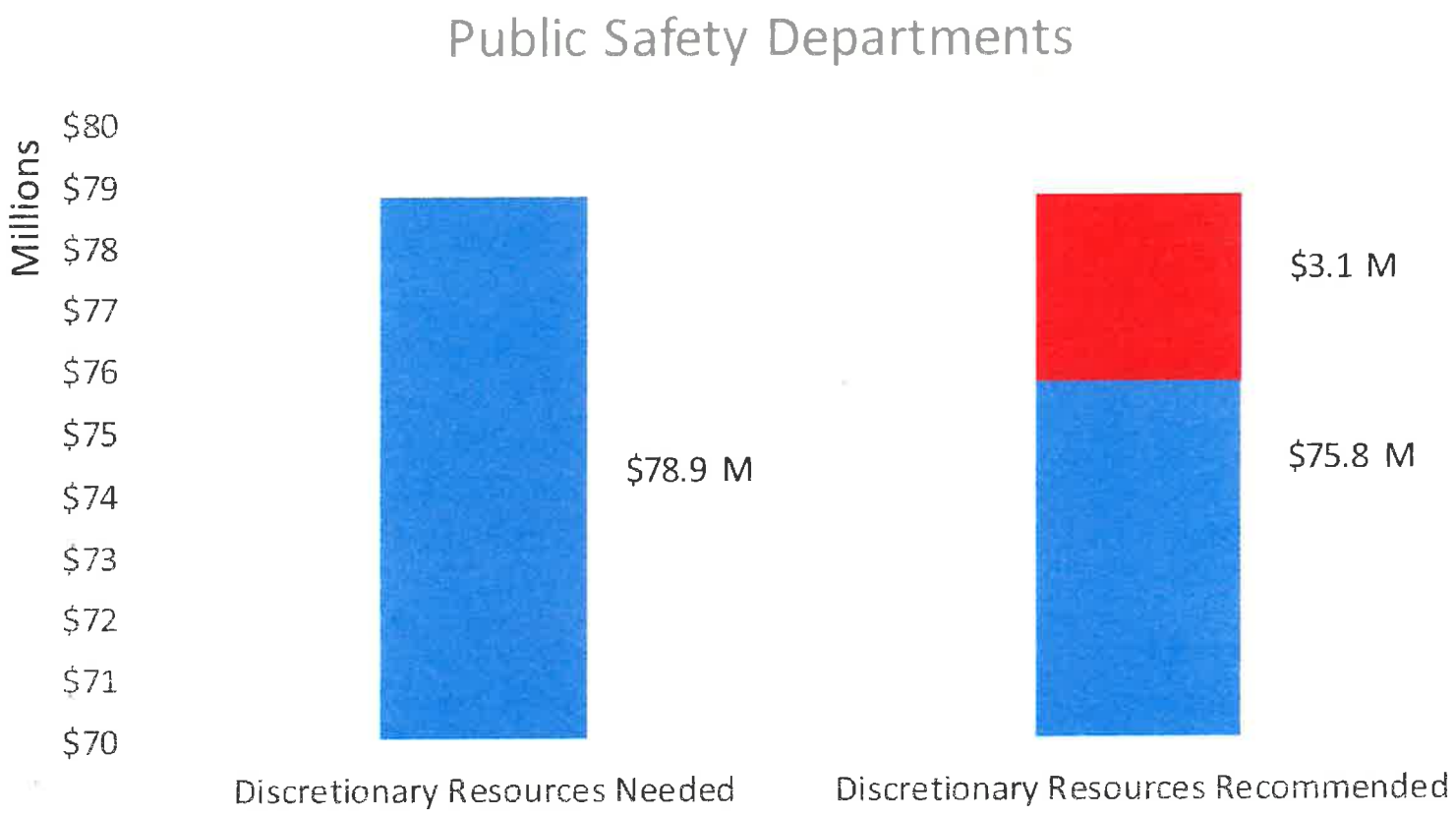
Fire Responsibilities

- Butte County Fire Department
  - Structure Fires in Unincorporated Areas
  - Auto Accidents in Unincorporated Areas
  - EMS First Response in Unincorporated Areas
  - Wildland Fires in all designated Local Responsibility Areas
- City and Town Fire Department
  - Same as County, but within the Town and City Limits
- Cal Fire
  - Wildland Fires in all designated State Responsibility Areas
  - Wildland Fires in any designated Mutual Threat Zone

Financial Context

- Recommended actions total $1.8 million
- Balance of $1.3 million remains
- Recommended budget reduces level of service in
  - Sheriff
  - District Attorney
  - Probation
  - Library
  - Support Departments

Funding Shortfall



Fire Department Expenditures

Funding Options

- Fire services has practical funding solutions
- Cooperative Agreement with CAL FIRE or Standalone Fire Department can be funded through the County General Fund
- Cooperative Agreement with CAL FIRE or Standalone Fire Department can be funded through the creation of a County Fire District
  - Extensive public education to gain support
  - Requires LAFCO approval
  - Requires ballot measure and voter approval
  - Residents determine level of service

Recommendations

- Maintain the cooperative agreement with CAL FIRE for the provision of fire protection services in the County.
- Direct staff to request funding from the City of Chico for the operation of Station 42 within the City limits, or to close the station if the City chooses not to fund it.
- Direct staff to negotiate with the State to transfer Station 55 in Bangor to CAL FIRE.
- Direct staff to end the Amador program at Station 13 in Stirling City.
- Direct staff to end the Amador program at Station 36 in Jarbo Gap.
- Direct staff to end the Amador program at Station 62 in Berry Creek
- Direct staff to begin LAFCO procedures to establish a fire protection district.

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **BOB MARCINIAK, SBF PROGRAM SPECIALIST**
DONALD RUST, ACTING CITY ADMINISTRATOR
ADMINISTRATION DEPARTMENT

RE: **RESCINDING OF CITY OF OROVILLE RESOLUTION NO. 6741 PREVIOUSLY APPROVED ON JULY 18, 2006**

DATE: **MAY 16, 2017**

SUMMARY

The Council may consider potentially rescinding Resolution No. 6741 regarding the Standard Agreement with the California Department of Water Resources (DWR) and any amendments related to the re-licensing of Oroville Project 2100 (Lake Oroville). If approved, the rescission will be effective going forward and will not nullify prior actions that have been taken.

DISCUSSION

The City Council, on July 18, 2006, approved City of Oroville Resolution No. 6741 authorizing the Mayor to execute the Standard Agreement and any amendments thereto, with the DWR relating to the re-licensing of Oroville Project 2100 (Lake Oroville), and the SBF, which will define the Fund Implementation Agreement.

At a Special Meeting of the City Council held on May 9, 2017, direction was given to rescind Resolution No. 6741 which had previously been approved on July 18, 2006, providing authority for the Mayor to execute the Standard Agreement with the California Department of Water Resources (DWR) and any amendments related to the re-licensing of Oroville Project 2100 (Lake Oroville). If approved, the rescission will be effective going forward and will not nullify prior actions that have been taken.

Any future negotiations regarding the Supplemental Benefits Fund with DWR, approvals of Standard Agreements, or amendments may only occur after consultation with the City Council and the preparation of a specific resolution for the proposed action.

BACKGROUND

Settlement Agreement for Oroville FERC Project No. 2100

On March 21, 2006, over 50 stakeholders, including the City of Oroville, entered into the Settlement Agreement for the purpose of resolving all issues that have, or could have been raised, by the parties in connection with the Federal Energy Regulatory Commission's (FERC) order issuing a New Project License. While recognizing that several regulatory and statutory processes are not yet completed, it was the parties' intention that the Settlement Agreement also resolves all issues that may arise in the issuance of all permits and approvals associated with the issuance of the new Project License, including but not limited to Environmental Site Assessment Section 7 Biological Opinions, California Water Fowl Association Section 401 Certification, National Environmental Policy Act (NEPA) and California Environmental Quality Act (CEQA). The Settlement Agreement also enhances the mutual benefits of the Project for the Licensee, Project Beneficiaries, local community, and all other Parties.

The Settlement Agreement was made with the understanding that it constitutes a negotiated resolution of issues relating to the New Project License.

The parties who signed the Settlement Agreement for licensing of the Oroville Facilities FERC Project No. 2100 established Appendix B *"Measures agreed to among the parties but not to be included in the New Project License" with their intent to "allow the benefits of the Oroville Facilities to be extended into the local communities in the vicinity of the FERC boundary in a manner consistent with DWR's authority to provide such benefits through operation of the State Water Project (SWP) and to create benefits for the parties that are in concert with and do not conflict with the actions taken by DWR pursuant to the new FERC license issued for the Oroville Facilities and the Settlement Agreement."*

The City approved and executed the Settlement Agreement with the DWR for the relicensing of the Oroville Dam on March 24, 2006. The 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 SBF is to allow the benefits of the Oroville Dam to be extended into the local communities for recreational opportunities.

FISCAL IMPACT

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

RECOMMENDATIONS

1. Adopt Resolution No. 8606 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE RESCINDING OF CITY OF OROVILLE RESOLUTION NO 6741 PREVIOUSLY APPROVED ON JULY 18, 2006.

   (or)

2. Provide direction, as necessary.

ATTACHMENTS

A – Resolution No. 6741
B – Resolution No. 8606
C – Agreement No. 1688

CITY OF OROVILLE
RESOLUTION NO. 6741

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ANY AMENDMENTS THERETO WITH THE STATE OF CALIFORNIA – DEPARTMENT OF WATER RESOURCES FOR THE PURPOSES OF THE PROJECT SUPPLEMENTAL BENEFITS FUND – APPENDIX B – ASSOCIATED WITH THE RE-LICENSING OF OROVILLE DAM

(Agreement No. 1688)

WHEREAS, the Department of Water and City of Oroville entered into the Settlement Agreement on March 29, 2006 for the relicensing of the Oroville Dam; and

WHEREAS, the City of Oroville and other local stakeholders have negotiated for the Project Supplemental Benefits Fund in the amount of $61,250,000 to provide benefits to the local communities from the State Water Project, as stated in Appendix B of the Settlement Agreement; and

WHEREAS, the City of Oroville has been designated as the Fund Administrator for the Project Supplemental Benefit Fund; and

WHEREAS, the Department of Water Resources has committed to establish and maintain the fund, and are preparing the Standard Agreement with the State of California to make available the funds to the Fund Administrator;

NOW THEREFORE, the City Council of the City of Oroville does hereby resolve as follows:

The Mayor is hereby authorized to execute the Standard Agreement, and any amendments thereto, with the Department of Water Resources (DWR) relating to the re-licensing of Oroville Project 2100 (Lake Oroville), and the Project Supplemental Benefits Fund, which will define the Fund Implementation Agreement.

PASSED AND ADOPTED by the Oroville City Council at an adjourned meeting held on July 18, 2006 by the following vote:

AYES: Council Members Berry, Corkin, Johansson, Prouty, Simpson, Vice Mayor Jernigan, Mayor Andoe

NOES: None

ABSTAIN: None

ABSENT: None

Gordon Andoe, Mayor

APPROVED AS TO FORM:

Dwight L. Moore, City Attorney

ATTEST:

Sharon L. Atteberry, City Clerk

CITY OF OROVILLE
RESOLUTION NO. 8606

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE RESCINDING OF CITY OF OROVILLE RESOLUTION NO. 6741 PREVIOUSLY APPROVED ON JULY 18, 2006

(Agreement No. 1688)

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

1. The Mayor is hereby authorized and directed to rescind City of Oroville Resolution No 6741 previously authorizing the Mayor to execute the Standard Agreement, and any amendments thereto, with the Department of Water Resources related to the re-licensing of Oroville Project 2100 (Lake Oroville), and the Project Supplemental Benefits Fund. Previously signed documents remain in effect.

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 May 16, 2017, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Donald Rust, Acting City Clerk

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
4600007302
REGISTRATION NUMBER
38601006145110

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Department of Water Resources

CONTRACTOR'S NAME
City of Oroville

2. The term of this Agreement is: July 21, 2006 through July 20, 2009
This Agreement will not become effective until approved by the Department of General Services.

3. The maximum amount of this Agreement is: $ 8,070,000.00
Eight Million Seventy Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Attachment 1 – Appendix B, Section B100, Project Supplemental Benefits Fund of the "Settlement Agreement for the Licensing of the Oroville Facilities" (Signed 3/21/06)	10 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Attachment 1 – Budget Detail	1 page
Attachment 2 – Cost Sheet	1 page
Exhibit C* – General Terms and Conditions	GTC - 306
Exhibit D – Special Terms and Conditions for DWR (Local Public Entities – Payables) – DWR 9546 (Rev. 3/04)	3 pages
Attachment 1 – Recycled Content Certification Form (DWR 9557 – Rev. 7/06)	2 pages
Exhibit E – Additional Provisions	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
City of Oroville

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)* 8/21/06

PRINTED NAME AND TITLE OF PERSON SIGNING
Gordon Andoe, Mayor

ADDRESS
1735 Montgomery Street
Oroville, California 95965

STATE OF CALIFORNIA

AGENCY NAME
Department of Water Resources

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)* 8/31/06

PRINTED NAME AND TITLE OF PERSON SIGNING
Carl A. Torgersen, Chief, Division of Operations and Maintenance

ADDRESS
1416 Ninth Street, Sacramento, California 95814

Approved as to legal form and sufficiency
Asst Chief Counsel, DWR

California Department of General Services Use Only

APPROVED
SEP 27 2006
DEPT OF GENERAL SERVICES

EXHIBIT A

Scope of Work

I. Pursuant to the provisions contained within Appendix B, Section B100, **Project Supplemental Benefits Fund** of the "Settlement Agreement for the Licensing of the Oroville Facilities" – FERC Project No. 2100, signed into effect March 21, 2006, the Department of Water Resources (hereinafter referred to as DWR) agrees to establish a Project Supplemental Benefits Fund that will provide up to $61,270,000 of unescalated funds, with a combination of initial payments and annual payments defined in Exhibit B (Budget Detail and Payment Provisions). The City of Oroville has been designated as the Fund Administrator and the duties and responsibilities associated with this Agreement are identified in Paragraph V. on Page 2 of this Exhibit.

II. The services shall be provided to:

Department of Water Resources
Oroville Field Division
460 Glen Drive
Oroville, California 95966

III. The services shall be provided for:

Projects selected by the Fund Steering Committee that supplement the benefits provided by the Oroville Facilities, but which are located outside of the Oroville Facilities' boundary;

and

Projects located within the Oroville Facilities' boundary, but which are not within the jurisdiction of FERC, i.e., a non-project use of project lands. (Any such use of the Oroville Facilities' lands shall be subject to terms and conditions as DWR and/or FERC deem appropriate);

and

Projects within local communities in the vicinity of FERC Project No. 2100 boundary.

IV. The Project Representatives during the term of this Agreement will be:

DEPARTMENT OF WATER RESOURCES		CITY OF OROVILLE	
Name:	William Cochran	Name:	Sharon Atteberry
Phone:	(530) 534-2376	Phone:	(530) 538-2404
Cell Phone:	(530) 521-8487	Cell Phone:	(530) 370-8255
FAX:	(530) 534-2302	FAX:	(530) 538-2468

Project Representatives can be changed upon written notice to the other party.

V. **Services To Be Performed**:

A. The purpose of the Fund Implementation Agreement is to direct future performance of all administrative duties associated with implementation of the Fund.

B. **Principal Duties of Fund Administrator**:
NOTE: The Sections identified below are located in Appendix B, Section B100 of the "Settlement Agreement for the Licensing of the Oroville Facilities", attached to this Exhibit, and labeled as Attachment 1.

1) Convene meetings and implement decisions of a Fund Steering Committee, established in accordance with Section D;

2) Perform grant funding tasks in accordance with Section F;

3) Develop a regional Fund Strategic Plan in accordance with Section G;

4) Enter into a Fund Implementation Agreement with DWR and discharge obligations thereto, in accordance with Section H.

C. **Duties of Fund Administrator under this Agreement:**

1) Enter into appropriate contracts with developers of selected projects and ensure compliance with applicable state and federal environmental laws.

2) Monitor the progress of selected projects and enforce any contractual remedies for non-performance.

3) Document all use of the Fund in a manner consistent with auditing requirements associated with the use of public funds.

4) Work with DWR to resolve in a timely manner any of its issues related to administration of the Fund.

5) Work with the Steering Committee to implement its decisions.

6) Develop criteria to be followed during project implementation and inserted into contracts with developers, including:

a. Schedule and benchmark conditions for phased release of Funds, as determined appropriate by the Steering Committee;

b. Identification of responsible parties for securing any necessary permits and for implementing the project in accordance with conditions, timelines, benchmarks;

c. Requirements for periodic status reports to Administrator;

d. Penalties for failure to comply with conditions such as withdrawal of allocation of funds to that project.

APPENDIX B

Measures Agreed to Among the Parties But Not to be Included in New Project License

Section B100. Project Supplemental Benefits Fund

A. General Provisions

1.0 The parties agree that their intent in establishing the Project Supplemental Benefits Fund (Fund) is to:

1.1 Allow the benefits of the Oroville Facilities to be extended into the local communities in the vicinity of the FERC boundary in a manner consistent with DWR's authority to provide such benefits through operation of the State Water Project (SWP).

1.2 Create benefits for the parties that are in concert with and do not conflict with the actions taken by DWR pursuant to the new FERC license issued for the Oroville Facilities and the Settlement Agreement.

2.0 If a significant representation from the local community, as determined by DWR, enters into the Settlement Agreement, then DWR shall establish and maintain the Fund, as further provided herein.

B. Fund Usage and the Oroville Facilities Boundary

1.0 Subject to subsection 2.0 below, the Fund shall be used solely to support projects that are selected in accordance with Section D or as otherwise provided herein and that supplement the benefits provided by the Oroville Facilities, but which are located outside of the Oroville Facilities' boundary.

2.0 At DWR's sole discretion and subject to FERC approval, the Fund may be used to support projects located within the Oroville Facilities' boundary, but which are not within the jurisdiction of FERC, i.e., a non-project use of project lands. Any such use of the Oroville Facilities' lands shall be subject to such terms and conditions as DWR and/or FERC deems appropriate.

C. Fund Administrator

1.0 Upon the effective date of the Settlement Agreement and subject to its execution of such agreement, the City of Oroville shall be designated as and assume the duties of Fund Administrator. If the City does not execute the Settlement Agreement or withdraws from the Settlement Agreement, then DWR shall consult with other signatories and designate a different Fund Administrator.

2.0 The Fund Administrator shall use its internal protocols to formally designate a person within its organization to serve as the responsible person for performance of all such administrative duties required to ensure the orderly and efficient operation of the Fund. Such person, or successor thereto, will serve as the principal liaison with DWR during the establishment and operation of the Fund and will be fully authorized by the Fund Administrator to undertake actions on all administrative matters specified in the Fund Implementation Agreement.

3.0 As delineated further herein, the principal duties of the Fund Administrator shall consist of:

3.1 Convening meetings and implementing the decisions of a Fund Steering Committee in accordance with Section D;

3.2 Performing grant funding tasks in accordance with Section F;

3.3 Developing a regional Fund Strategic Plan in accordance with Section G; and

3.4 Entering into a Fund Implementation Agreement with DWR and discharging obligations thereto, in accordance with Section H.

D. Fund Steering Committee

1.0 Within six months of assumption of duties by the Fund Administrator, a Fund Steering Committee composed of five voting members and three advisory members, selected in accordance with subsection 2.0 below, shall be convened by the Fund Administrator to provide direction regarding proposed projects to be funded through the Fund.

2.0 The voting members of the Steering Committee shall be composed of the following publicly elected officials:

2.1 three members from the Oroville City Council; and

2.2 two members from the Board of Directors of the Feather River Recreation and Parks District.

The members of the Steering Committee will be selected by the appropriate governing body at the beginning of each calendar year and will serve one year terms, except that the initial term will be one year plus the time from the date the initial member(s) are selected to the beginning of the next calendar year.

3.0 If one or more of the local agencies named in subsection 2.0 above fail to execute the Settlement Agreement, then DWR shall consult with the Fund

Administrator and other local governmental agency signatories to determine an appropriate replacement agency(s), if any, for the non-signing agency(s).

4.0 DWR will participate on the Steering Committee in a non-voting advisory role.

5.0 Subject to their execution of the Settlement Agreement, the following stakeholders may, at their discretion, become non-voting advisory members of the Steering Committee:

5.1 the State Water Contractors (SWC),

5.2 the Oroville Area Chamber of Commerce, and

5.3 American Rivers.

6.0 The Steering Committee shall be the sole decision-maker, through majority vote of its members, for purposes of adopting the Fund Strategic Plan, selecting proposed projects eligible for funding, and determining the level of funding appropriate for such projects. If the majority vote on any given measure or action results solely from the votes of a single agency, a majority plus one vote will be required for approval of the measure or action.

7.0 At the first meeting of the Steering Committee, a Chair will be elected to provide for the orderly performance of Steering Committee functions. Thereafter, the Steering Committee will elect a new chair annually. No member agency of the Steering Committee shall serve as Chair for more than two consecutive years.

8.0 At the first meeting of the Steering Committee, the Fund Administrator shall propose written procedures governing committee and membership activities for consideration and adoption by the Steering Committee. In no event shall such procedures conflict with or modify any provision of the Settlement Agreement; provided, however, that members may be added to the Steering Committee upon unanimous vote of the voting members of the Steering Committee, provided they were among the original signatories to the Settlement Agreement and written concurrence of DWR.

9.0 Principal duties of the Steering Committee will consist of:

9.1 facilitating administration of the Fund in a manner consistent with the prudent use of public funds for public purposes;

9.2 adopting the Fund Strategic Plan;

9.3 selecting proposed projects eligible for funding; and

9.4 determining the level of funding appropriate for such projects.

10.0 The Steering Committee will hold public meetings as necessary, but no less than annually, to take action on:

10.1 development and adoption of the regional Fund Strategic Plan pursuant to Section G;

10.2 review and approval of proposed projects to be funded that meet the criteria of the Fund Strategic Plan;

10.3 approval of the level of funding for approved projects; and

10.4 election of a new chair.

E. DWR Commitment to Establish and Maintain Fund

1.0 Subject to the DWR determination required under Section A(2.0), DWR shall establish the Fund that will provide up to $61,270,000 of unescalated funds, with a combination of initial payments and annual payments as provided below.

2.0 After the executed Settlement Agreement is approved by the Department of Finance, the first $1,935,000 of these funds will be made available in accordance with an annual schedule to be determined by the Fund Administrator in consultation with the Steering Committee. Payments shall be made in arrears upon invoice by the Fund Administrator to DWR of actual expenses up to the total $1,935,000.

3.0 The second $4,135,000 of these funds, as well as any unexpended funds from those made available pursuant to Section E(2.0), will be transferred as a lump sum to the Fund Administrator 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.

4.0 DWR shall provide the following unescalated annual payments, as appropriate for the new license term, to the Fund Administrator by June 30 of each year beginning with the first year following DWR acceptance of a new license:

4.1 fifty year term: $1,000,000 per year;

4.2 forty-five year term: $900,000 per year;

4.3 forty year term: $800,000 per year.

4.4 For any license term less than forty years, DWR shall use its discretion to determine the annual payment, if any, which, at a minimum, shall be less than the amount listed in section 4.3 above.

5.0 The Fund also includes $3,000,000 that DWR has already committed to Riverbend Park pursuant to an agreement with Feather River Recreation and Parks District, dated September 26, 2002, and an additional $2,200,000 that was added to this contract via a contract amendment with approval from original signatories of the Interim Settlement Agreement for Riverbend Park Improvements.

6.0 If in any year in which DWR has, during its May determination, approved allocations of 35% or less of the maximum contractual amount SWP contractors can annually request pursuant to their long term water supply contracts, annual payments will be re-scheduled as follows:

6.1 when the approved allocation is 25% or less of the total annual contractual maximum, the next annual payment shall be reduced to $300,000;

6.2 when the approved allocation is between 26% and 35% of the total annual contractual maximum, the next annual payment shall be reduced to $500,000;

6.3 the reduced amounts shall be recovered in full through five equal annual installments beginning with the subsequent first year in which the May approved allocation exceeds 35% of the total annual maximum contractual amount the SWP contractors can request; provided that, the repayment obligation will be made in the years that the allocation exceeds 35% of the total annual maximum contractual amount the SWP contractors can request. The repayment obligation shall survive termination of this agreement and shall be added to the regular annual payments identified in Section 4.

7.0 DWR will use its best efforts to provide a transparent and stable funding stream for the Fund, consistent with its spending authorities.

8.0 If in any year(s) the annual generation (MWH) at the Oroville Facilities is reduced by more than 10% due to a forced physical outage or a regulatory, legislative, or judicial action, the payment(s) to the Fund for the following year(s) will be reduced by the percentage that exceeds 10%. This reduction in payment(s) shall remain in effect only until and to the extent that the reduction in annual generation remains in effect.

9.0 Payments to the Fund will constitute DWR's entire contribution to the funded projects and no contributions from DWR will be solicited by any party for any project that is denied funding by the Steering Committee.

10.0 At DWR's discretion and per its specifications, completed projects may include recognition of DWR funding.

F. Pursuit of Grant Funds by SWC and Steering Committee

1.0 The State Water Contractors (SWC), and the Steering Committee, agree to form a partnership,[1] the goals of which are to (1) solicit grant funds in addition to those made available under Section E. above, and (2) obtain grant funds to supplement the Fund such that the future purchasing ability of the proposed annual payments will at least keep pace with inflation.

2.0 To accomplish this, the SWC agree to use best efforts to:

2.1 develop a grant assistance program aimed at securing funding in an amount equal to or greater than the amount needed to keep pace with inflation;

2.2 work with the Fund Administrator in exploring various political avenues that may be a productive source of various grants;

2.3 work with the Fund Administrator by making available appropriately qualified in-house staff trained in locating, researching, evaluating, and writing grant proposals for effective fundraising; and

2.4 make available staff resources in an amount not to exceed 50 percent time of one FTE. The staffing for obtaining grant funding will be in effect until five years prior to the expiration of the new license.

3.0 The Fund Administrator, in coordination with the resources of the Steering Committee voting members, agrees to make available appropriate staff and other resources to complement the grant funding efforts of the SWC without using any Fund allocations.

4.0 Due to the local community's existing desire for recreational and economic development benefits, it is expected that fundraising efforts should be pursued particularly aggressively during the first ten years of the new license term.

5.0 The SWC grant assistance program efforts and the local community grant assistance program efforts will be coordinated. The SWC's efforts will be managed by a SWC representative who shall serve in an advisory capacity to the Steering Committee. The SWC representative also will be responsible for reporting on the SWC grant assistance program activities and performance to the Steering Committee at least once a year. The SWC may designate different personnel to serve on the Steering Committee and to manage the grant funding

[1] Use of the term "partnership" does not connote or create a legal relationship between the SWC and other parties. The parties are not partners, joint venturers or any other legal entity. Rather, use of the term "partnership" is limited to signifying a cooperative endeavor between the SWC and local interests to seek to obtain grant funds, consistent with the concepts set forth herein.

process. The Fund Administrator shall designate a local representative who will manage the grant program activities on behalf of the Steering Committee.

6.0 The SWC and local community grant assistance program's performance will be evaluated by the Steering Committee during and in accordance with future updates and revisions of the regional Fund Strategic Plan described below. The purpose of the evaluation will be to: review past SWC and local community grant assistance program performance; ensure that "best efforts" by the SWC and local community have been made; and, if necessary, recommend and adjust the program's future fundraising strategy and efforts for greater fundraising effectiveness.

7.0 The parties agree that grant funding cannot be assured due to the competitive process for obtaining such funds. As a result, the SWC are not obligated to guarantee any level of grant funding. The sole SWC commitment is to provide staff resources and political capital to assist and work with the local community to obtain grant funds. It is further agreed that the SWC shall have no obligation to pursue any particular grant if in its judgment to do so would be detrimental to the economic or political interests of the SWC or any of its members. It is further agreed that in those cases where the SWC or any of its members are, or would be, competing with the local community for funds from the same source, there shall be no obligation on the part of the SWC to undertake any actions in pursuit of the grant.

8.0 At the request of either the SWC or the Steering Committee, the grant funding provision of this agreement may be reviewed after the first 10 years of the license term if the grant assistance program has not resulted in the procurement of any grant funding. If no grant funding has been obtained, the SWC and the Steering Committee will negotiate in good faith to develop additional or alternative jointly- pursued actions or methodologies for obtaining grant funds. This renegotiation shall constitute the sole remedy for failure to obtain grant funds.

9.0 Payments to DWR for the Fund will constitute the SWP contractors' and their member agencies' entire contribution to local projects, and no further contributions from the SWP contractors or their member agencies will be solicited by any local party. Further, at the request of the SWC, completed projects made possible through grant funding will include recognition of SWC efforts.

G. Regional Fund Strategic Plan

1.0 At the direction of the Steering Committee, the Fund Administrator shall develop a regional Fund Strategic Plan to guide the Steering Committee in selecting and funding proposed projects in a manner that optimizes the overall benefits to the local region consistent with the availability of funds.

2.0 Subject to subsection 3.0 below, only those projects consistent with the goals of the Fund Strategic Plan shall be eligible for funding.

3.0 Prior to adoption of the Fund Strategic Plan, the Steering Committee may direct the Fund Administrator to fund administrative activities and selected projects only from funds obtained through the initial payments as provided in subsections E.2.0 and E.3.0.

4.0 Development of the Fund Strategic Plan shall include a series of public meetings to obtain input about the need for proposed projects. Such meetings shall be open to any person.

5.0 At a minimum, the Fund Strategic Plan shall include the following:

5.1 phasing of projects to complement the implementation of DWR's Recreation Management Plan, including consideration for development of the recreational and economic benefits of the Feather River.

5.2 a statement of goals and policies that provide a basis for optimizing Fund benefits based upon sound business practices consistent with public purposes;

5.3 allocations of the overall Fund for administrative costs, capital expenditures, operation and maintenance costs, feasibility costs, and environmental permitting and related costs, with the intent of maximizing benefits to the local region;

5.4 a discussion of the consistency of the Fund Strategic Plan with identified goals for economic and recreational development in the greater Oroville region, including the potential for energy and water incentives or programs;

5.5 measurable performance standards to ensure that economic and recreational benefits are distributed in a manner that is consistent with the goals of the Fund Strategic Plan and that benefits are distributed appropriately in the region;

5.6 a list of the Fund Strategic Plan policies that will ensure consistency with the identified goals;

5.7 protocols for ensuring the consistency of the Fund Strategic Plan with the new license for the Oroville Facilities, including the approved Recreation Management Plan;

5.8 adaptive management features to ensure that the Fund Strategic Plan remains effective throughout the term of the Settlement Agreement, or,

as determined by the Steering Committee, periodic review and update of the Strategic Plan no less than every 10 years;

5.9 Project selection criteria, which shall include:

5.9.1 priority consideration for funding projects with a documented source of matching funds or other cost-sharing mechanism and priority consideration for projects with an ability to return a portion of generated revenue to the Fund; if matching funds will be made available, the project proponent must provide documentation of such firm commitment before allocations of the Fund can be made;

5.9.2 consistency with existing environmental and recreational projects, and local land use plans;

5.9.3 ability of the proposal to adequately define a project description, with concept level drawings, if applicable; map; estimated cost of project (capital and O&M); amount of funds already allocated (capital and O&M), if any; name of project proponent (party that will implement project); proposed timeframe for implementation; and identification of required permits;

H. Fund Implementation Agreement

1.0 DWR and the Fund Administrator will use best efforts to develop and execute a Fund Implementation Agreement within four months of the effective date of the Settlement Agreement. The purpose of the Fund Implementation Agreement is to direct future performance of all administrative duties associated with implementation of the Fund. This Fund Implementation Agreement will include, but not be limited to, detailed language addressing the following duties of the Fund Administrator:

1.1 entering into appropriate contracts with developers of selected projects and ensuring compliance with applicable state and federal environmental laws;

1.2 monitoring the progress of selected projects and enforcing any contractual remedies for non-performance;

1.3 documenting all use of the Fund in a manner consistent with auditing requirements associated with the use of public funds;

1.4 working with DWR to resolve in a timely manner any of its issues related to administration of the Fund;

1.5 working with the Steering Committee to implement its decisions;

1.6 developing criteria to be followed during project implementation and inserted into contracts with developers, including:

1.6.1 schedule and benchmark conditions for phased release of Funds, as determined appropriate by the Steering Committee;

1.6.2 identification of responsible parties for securing any necessary permits and for implementing the project in accordance with conditions, timelines, benchmarks;

1.6.3 requirements for periodic status reports to Administrator;

1.6.4 penalties for failure to comply with conditions such as withdrawal of allocation of funds to that project.

I. Fund Administrative Expenditures

1.0 Portions of the Fund will be allocated for administration of the Fund and Fund Strategic Plan development, as specified below:

1.1 For the first two years beginning with the effective date of this agreement, an annual average amount of $300,000 per year will be allocated to the Fund Administrator for administrative duties associated with establishment and initial administration costs of the Fund, including development of a Fund Strategic Plan in accordance with the applicable provisions herein. Any amount allocated to administrative costs in the first two years that is not expended for administrative duties shall be reallocated to the Fund by the Fund Administrator.

Thereafter, a maximum annual amount to be determined by the Steering Committee will be allocated to the Fund Administrator for administrative duties. Administrative duties include, but are not limited to, activities associated with management of the Fund, including implementation of the Fund Implementation Agreement, disbursement of funds allocated to projects, oversight of projects that receive an allocation of the Fund, coordination of Steering Committee meetings, public notice of Steering Committee meetings, preparation of minutes of Steering Committee meetings, and staff for the Fund Administrator, as appropriate. Any amount allocated to administrative costs that is not expended for administrative duties shall be reallocated to the Fund.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT: The Fund Administrator (City of Oroville) shall submit three (3) copies of the invoice to the State only after receiving **verbal** notice of satisfactory completion or acceptance of work by the DWR Contract Manager. **The State will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Contractor.**

Itemized invoices shall be submitted as frequently as monthly, in arrears, bearing the contract number. Each invoice shall itemize the costs incurred as defined in Paragraph 1, Section A – Section C and in Paragraph I, Section E of Exhibit B, Attachment 1.

Submit two (2) copies of each invoice to the Contract Manager at the following address:

Department of Water Resources
Attention: Linda Henderson
Oroville Field Division
460 Glen Drive
Oroville, California 95966

Submit one (1) additional copy of each invoice simultaneously to the DWR Accounting Office at the following address in order to expedite approval and payment:

DWR Accounting Office, Contracts Payable Unit
P.O. Box 942836
Sacramento, California 94236-0001

Undisputed invoices shall be approved for payment within 45 days of the date received by the Contract Manager and/or the Accounting Office, whichever date occurs later.

II. BUDGET CONTINGENCY CLAUSE: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

BUDGET DETAIL for PROJECT SUPPLEMENTAL BENEFITS FUND

I. BUDGET DETAIL: In accordance with Appendix B, Section B100, Project Supplemental Benefits Fund of the "Settlement Agreement for the Licensing of the Oroville Facilities" – FERC Project No. 2100, signed into effect March 21, 2006, the Department of Water Resources (DWR) agrees to establish a Project Supplemental Benefits Fund that will provide up to $61,270,000 of unescalated funds with a combination of initial payments and annual payments as described below. The City of Oroville has been designated as the Fund Administrator and the duties and responsibilities associated with this Agreement are defined in Exhibit A "Scope of Work".

A. The first $1,935,000 of these funds will be made available in accordance with an annual schedule to be determined by the Fund Administrator in consultation with the Steering Committee. Payments shall be made in arrears upon invoice by the Fund Administrator to DWR of actual expenses up to the total of $1,935,000.

B. The second $4,135,000 of these funds, as well as any unexpended funds from those made available pursuant to Paragraph I. A., will be transferred as a lump sum to the Fund Administrator 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.

C. DWR shall provide the following unescalated annual payments, as appropriate for the new license term, to the Fund Administrator by June 30 of each year beginning with the first year following DWR acceptance of a new license. The annual payment allocations follow:

a. Fifty year term: $1,000,000 per year

b. Forty-five year term: $900,000 per year

c. Forty year term: $800,000 per year

d. For any license term less than forty years, DWR shall use its discretion to determine the annual payment, if any, which, at a minimum, shall be less than the amount listed in Paragraph I. C. c. above.

D. The Fund also includes $3,000,000 that DWR already expended under the Agreement approved on September 26, 2002, with Feather River Recreation and Parks District for Riverbend Park improvements, and the subsequent payment of an additional $2,200,000 for Amendment 1 to said Agreement. The sum total of $5,200,000 is deducted from the $61,270,000, reducing the estimated total due the Fund Administrator to $56,070,000.

E. Portions of the Fund will be allocated for administration of the Fund and the Fund Strategic Plan development, as specified below:

a. For the first two years, beginning with the effective date of this agreement, an annual average amount of $300,000 per year will be allocated to the Fund Administrator for administrative duties associated with establishment and initial administration costs of the Fund, including development of a Fund Strategic Plan in accordance with the applicable provisions herein. Any amount allocated to administrative costs in the first two years that is not expended for administrative duties shall be reallocated to the Fund by the Fund Administrator.

b. Beginning with the third year, a maximum annual amount to be determined by the Steering Committee will be allocated to the Fund Administrator by administrative duties. Administrative duties include, but are not limited to, activities associated with management of the Fund, including implementation of the Fund Implementation Agreement, disbursement of funds allocated to projects, oversight of projects that receive an allocation of the Fund, coordination of the Steering Committee meetings, public notice of Steering Committee meetings, preparation of minutes of Steering Committee meetings, and staff for the Fund Administrator, as appropriate. Any amount allocated to administrative costs that is not expended for administrative duties shall be reallocated to the Fund.

F. If in any year in which DWR has, during its May determination, approved allocations of 35% or less of the maximum contractual amount State Water Project (SWP) contractors can annually request pursuant to their long term water supply contracts, annual payments will be re-scheduled as follows:

a. When the approved allocation is 25% or less of the total annual contractual maximum, the next annual payment shall be reduced to $300,000.

b. When the approved allocation is between 26% and 35% of the total annual contractual maximum, the next annual payment shall be reduced to $500,000.

c. The reduced amounts shall be recovered in full through five equal annual installments beginning with the subsequent first year in which the May approved allocation exceeds 35% of the total annual maximum contractual amount the SWP contractors can request. The repayment obligation shall survive termination of this agreement and shall be added to the regular annual payments identified in Paragraph I. C.

Payments and expected payment due dates are detailed in the attached Exhibit B, Attachment 2, "Cost Sheet", and made a part of this Agreement by this reference.

COST SHEET
For
PROJECT SUPPLEMENTAL BENEFITS FUND

In accordance with Appendix B, Section B100, Project Supplemental Benefits Fund of the "Settlement Agreement for the Licensing of the Oroville Facilities" – FERC Project No. 2100, signed into effect March 21, 2006, the Department of Water Resources (DWR) agrees to establish a Project Supplemental Benefits Fund that will provide up to $61,270,000 of unescalated funds with a combination of initial payments and annual payments as shown below. The sum total of $5,200,000 which DWR has already provided for the Riverbend Park improvements is deducted from the $61,270,000, reducing the estimated total due the Fund Administrator (City of Oroville) to $56,070,000. Exhibit B, Budget Detail and Payment Provisions, gives a detailed description of these payments. The following table illustrates the amounts and estimated dates of future payments.

ESTIMATED PAYMENT SCHEDULE

PAYMENT DESCRIPTION	Estimated Payment Date	Maximum Amount Payable		
		FY 2007	FY 2008	FY 2009
Payment #1 (actual expenses)	10-1-2006	$1,935,000.00		
Payment #2 (payable upon DWR acceptance of new FERC license for the Oroville Facilities	11-1-2007		$4,135,000.00	
ANNUAL PAYMENTS: (Determined by new license term; 50-year term estimated. Payable June 30 of each year beginning with first year following DWR acceptance of new license.)				
1st Annual Payment	6-30-2008		$1,000,000.00	
2nd Annual Payment	6-30-2009			$1,000,000.00
SUBTOTALS:		**$1,935,000.00**	**$5,135,000.00**	**$1,000,000.00**
TOTAL MAXIMUM PAYABLE CONTRACT # 4600007302		**$8,070,000.00**		

Estimated payment dates are subject to change.
Annual payment amounts are subject to the term length of the new FERC license.
(See Exhibit B, Attachment 1, Item I. C. for details.)

EXHIBIT D–Special Terms and Conditions for Department of Water Resources (Local Public Entities - Payables)

1. RESOLUTION OF DISPUTES: In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Director or the Director's Designee shall be final, unless appealed to a court of competent jurisdiction.

   In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

2. PAYMENT RETENTION CLAUSE: Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.

3. RENEWAL OF CCC: Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.

4. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. POTENTIAL SUBCONTRACTORS: Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

6. SUBCONTRACTING: "Should it be necessary to subcontract for supplemental services or specialists, the Contractor shall obtain prior written consent from DWR. If the subcontracts total more than $50,000 or 25% of the total contract, whichever is less, then the Contractor must certify that the subcontractor has been selected by the Contractor pursuant to a bidding process requiring at least three bids from responsible bidders or pursuant to the procedures set forth in Government Code Section 4525 et seq., as applicable. If Contractor is unable to obtain three competitive bids or three Statement of Qualifications, Contractor shall submit a written explanation to DWR. DWR will then decide whether to seek authorization to allow Contractor to proceed with the proposed subcontract. Contractors shall assure that all administrative fees for subcontracts are reasonable considering the services being provided and the oversight required. Contractor shall only pay overhead charges on the first $25,000 for each subcontract."

7. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 10233, 10308.5 and 10354, the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is attached to this Exhibit and made part of this contract by this reference.

9. REIMBURSEMENT CLAUSE: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: .

10. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.

11. CONFLICT OF INTEREST:

    a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

        (1) Current State Employees: (PCC §10410)

            (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

            (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

        (2) Former State Employees: (PCC §10411)

            (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

            (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

    b. Penalty for Violation:

        (a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

(a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e)

d. Representational Conflicts of Interest:

The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

e. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

f. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

Contract # 4600007302
Exhibit D, Attachment 1

RECYCLED CONTENT CERTIFICATION FORM

To be completed by the vendor/bidder/contractor and returned to:

DEPARTMENT OF WATER RESOURCES
Recycling Coordinator
Purchasing Services Office
1416 Ninth Street, Room 354, Sacramento, CA 95814
(916) 654-0533 FAX: (916) 653-6543

COMPANY: _____

PERSON COMPLETING FORM: _____

DATE: _____

DESCRIPTION Please include item name, brand, and product number	% POSTCONSUMER	RECYCLED MATERIAL TYPE

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer material in the productions, materials, goods, or supplies offered or sold to the state regardless of whether the product meets the minimum content requirements specified in law (see page 2 for minimum content requirements). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A state agency may waive the certification requirements if the percentage of postconsumer material in the products, materials, good or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or manufacturer or vendor internet website.

Public Contract Code Sections 10233, 10308.5, 10354, and 12205(a) (1) (2) (3) (b) (1) (2) (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

NAME OF PERSON COMPLETING FORM	TITLE	AGENCY/COMPANY

➢ _____

SIGNATURE OF PERSON COMPLETING FORM DATE

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

   If the product does not fit into any of the product categories, enter "N/A". Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone.

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: **For reuse or refurbished products, there are no minimum content requirements.**

For additional information visit www.ciwmb.ca.gov/BuyRecycled/

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent post consumer tires
Metals – Recycled	10 percent postconsumer, by weight

EXHIBIT E

ADDITIONAL PROVISIONS

1. OPTION TO RENEW: The Department reserves the right to renew this Agreement for two additional years under the same terms and conditions.

OROVILLE CITY COUNCIL
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **RUTH WRIGHT, FINANCE DIRECTOR**

RE: **MONTHLY FINANCE REPORTS – APRIL 2017**

DATE: **MAY 16, 2017**

SUMMARY

The Council will receive the monthly finance reports for April, 2017.

DISCUSSION

Attached for review are the monthly finance reports for April, 2017.

FISCAL IMPACT

None

RECOMMENDATION

Informational only.

ATTACHMENTS

A - Revenue and Expenditure Report
B - Investment Report

CITY OF OROVILLE

FINANCE DEPARTMENT

APRIL 2017

SUMMARY OF INVESTMENT REPORT

MONTHLY REVENUE & EXPENSE REPORTS

City of Oroville
April 2017
General Fund Revenue

Budget Unit	Annual Budget	April Revenue	Year to Date Revenue	Budget Remaining	17% Remaining
CITY CLERK	-	4	1,193	(1,193)	-
CITY HALL	-	100	473	(473)	-
FINANCE	-	-	4,341	(4,341)	-
GENERAL GOVERNMENT	10,233,475	764,137	7,766,558	2,466,917	24%
PLANNING & DEVEL SVC	167,007	9,187	84,241	82,766	50%
BLDG CODE ENFORCEMENT	617,274	30,308	407,833	209,441	34%
POLICE	470,929	42,263	208,977	261,952	56%
FIRE	124,559	12,351	171,674	(47,115)	-
PUBLIC WORKS	300,883	3,247	33,497	267,386	89%
STREETS	512,373	6,434	240,791	271,582	53%
PARKS & TREES	10,971	9,169	53,287	(42,316)	-
Total	12,437,471	877,201	8,972,865	3,464,606	28%

City of Oroville
April 2017
General Fund Expense

Budget Unit	Annual Budget	April Expense	Year to Date Expenditures	Budget Remaining	17% Remaining
ADMINISTRATION	45,522	1,782	21,927	23,595	52%
CITY ATTORNEY	225,019	17,639	179,399	45,620	20%
CITY CLERK	147,352	9,230	102,269	45,084	31%
CITY HALL	110,346	5,120	78,776	31,569	29%
ECO COMM ENHANCEMENT	47,696	2,396	29,752	17,944	38%
HUMAN RESOURCES	134,947	8,601	102,758	32,189	24%
PERSONNEL OFFICER	38,250	920	38,605	(355)	-1%
INFORMATION TECHNOLOGY	395,481	42,034	282,248	113,233	29%
RISK MANAGEMENT	338,351	(292)	296,023	42,328	13%
COUNCIL	148,016	3,238	81,594	66,422	45%
MAYOR	35,463	(714)	21,691	13,772	39%
FINANCE	551,764	38,592	486,585	65,180	12%
TREASURER	34,827	2,046	25,274	9,553	27%
GENERAL GOVERNMENT	191,214	-	147,053	44,161	23%
PLANNING & DEVEL SVC	351,135	17,633	210,119	141,016	40%
BLDG CODE ENFORCEMENT	333,085	16,942	206,024	127,061	38%
POLICE	5,012,061	280,284	3,902,164	1,109,897	22%
MUNICIPAL LAW ENFORCEMENT	601,399	35,634	422,194	179,206	30%
ANIMAL CONTROL	326,500	23,578	282,550	43,950	13%
FIRE	2,748,871	200,356	2,325,165	423,706	15%
PW ADMIN	122,222	2,295	53,895	68,327	56%
STREETS	619,915	40,250	556,941	62,974	10%
PARKS & TREES	836,284	45,088	563,119	273,165	33%
TOTALS	13,395,720	792,653	10,416,126	2,979,595	22%

CITY OF OROVILLE/OROVILLE SUCCESSOR AGENCY

MONTHLY SUMMARY OF INVESTMENTS

APRIL 2017

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	5/10/17 Date
Don Rust, Assistant City Administrator	05.10.17 Date
Karolyn J. Fairbanks, City Treasurer	5/10/17 Date

May 16, 2017

City of Oroville

April 2017 Investment Report

City of Oroville **Investment Portfolio Report**				
Summary of Investments				
	Yield	*Mar-17*	Yield	*Apr-17*
Local Agency Investment Fund (LAIF)	0.821%	**24,198,243**	0.884%	**23,243,708**
Bank of the West Operating Account	0.000%	**1,626,473**	0.000%	**1,554,684**
Bank of the West HRA Account	0.000%	**2,491**	0.000%	**2,469**
Total Pooled Investments		***25,827,207***		***24,800,861***
City Investment Portfolio - Investments Held in Trust				
	Yield to Maturity			*Market Value*
Bank of the West Certificates of Deposit (BMWG)	1.050%			**200,410**
Bank of the West Certificates of Deposit (GS)	1.050%			**200,086**
Bank of the West Certificates of Deposit (GMATBK)	1.050%			**200,078**
Bank of the West Certificates of Deposit (KEY 1)	1.000%			**200,090**
Bank of the West Certificates of Deposit (MOCIBK)	1.050%			**199,964**
Total Investments Held in Trust				***1,000,628***