



## OROVILLE CITY COUNCIL

Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**March 15, 2022**  
**REGULAR MEETING**  
**CLOSED SESSION 4:00 PM**  
**OPEN SESSION 4:30 PM**  
**AGENDA**

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### PUBLIC ACCESS AND PARTICIPATION

To view the meeting, attend the meeting or provide comment, please see the options below. All comments emailed will be provided to the Council Members for their consideration.

#### To View the Meeting:

1. Watch our live feed <https://www.youtube.com/channel/UCAoRW34swYI85UBfYqT7IbQ/>
2. Watch via Zoom  
<https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>  
Meeting ID: 968 7031 9529  
Passcode: 67684553
3. Listen via Telephone  
Telephone: 1-669-900-6833  
Meeting ID: 968 7031 9529  
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#### To Provide Comment to the Council:

1. Email before the meeting by 2:00 PM your comments to [publiccomment@cityoforoville.org](mailto:publiccomment@cityoforoville.org)
2. Attend the meeting in person.

If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, **please submit the form prior to the conclusion of the staff presentation for that item.** Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b)).** Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

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### CALL TO ORDER / ROLL CALL

Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds

## CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council will meet with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief, Assistant Community Development Director, Business and Housing Director
2. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding property commonly known as APN 078-010-047.
3. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, Acting City Administrator and City Attorney, regarding the property commonly known as 225 Chuck Yeager Way, Oroville, CA 95965.

## OPEN SESSION

1. Announcement from Closed Session
2. Pledge of Allegiance
3. Adoption of Agenda

## PRESENTATIONS AND PROCLAMATIONS

1. Proclamation Honoring Don Reighley
2. Mission Esperanza Project Presentation by Annie Terry

## PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

This is the time to address the Council about any item not listed on the agenda. If you wish to address the Council on an item listed on the agenda, please follow the directions listed above.

## CONSENT CALENDAR

Consent calendar **items 1 - 6** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

### 1. APPROVAL OF THE MINUTES

The City Council may approve the minutes of February 15, 2022, February 25, 2022 and March 1, 2022.

### RECOMMENDATION

Approve the minutes of February 15, 2022, February 25, 2022 and March 1, 2022.

**2. FORECLOSURE OF 1891 GRAY STREET**

The City Council may consider the foreclosure of the City's interest on property located at 1891 Gray Street Oroville (APN 012-202-014).

**RECOMMENDATION**

Authorize the foreclosure of City's loan interest on the property located at 1891 Gray Street, Oroville CA (APN 012-202-014); and

**Adopt Resolution No. 9035** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 1891 GRAY STREET, OROVILLE (APN 012-202-014)

**3. EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTAND**

The Council will consider an employment agreement between the City of Oroville and Amy Bergstrand for the position of the Director of Business and Housing for the City of Oroville.

**RECOMMENDATION**

**Adopt Resolution No. 9036** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTAND TO SERVE AS THE DIRECTOR OF BUSINESS AND HOUSING – (Agreement No. 3407).

**4. EMPLOYMENT AGREEMENT WITH DAWN NEVERS AS ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**

The Council will consider an Employment Agreement Amendment with Dawn Nevers as the Assistant Community Development Director.

**RECOMMENDATION**

**Adopt Resolution No. 9037**– 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 DAWN NEVERS – (Agreement No. 3299-1).

**5. PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND MARCINIAK CONSULTING SERVICES**

The City Council will consider an agreement with Robert Marciniak of Marciniak Consulting Services for Supplemental Benefit coordination services.

**RECOMMENDATION**

**Adopt Resolution No. 9038** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND MARCINIAK CONSULTING SERVICES (Agreement 3242-2)

**6. BUTTE COUNTY OFFICE OF EDUCATION LEASE AGREEMENT FOR THE CENTENNIAL CULTURAL CENTER**

The City of Oroville may consider and approve the final lease agreement with the Butte County Office of Education (BCOE) to lease the Centennial Cultural Center.

**RECOMMENDATION**

Approve Agreement No. 3397 City of Oroville Public Facility Exclusive Operating and Lease Agreement as state above. (Resolution No. 9007)

**REGULAR BUSINESS**

**7. CITY REPRESENTATIVE TO SERVE AS THE ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY**

The Council will consider appointing the Code Enforcement Director and the Code Enforcement Technicians to serve on the Abandoned Vehicle Abatement Service Authority.

**RECOMMENDATIONS**

**Adopt Resolution No. 9039 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ESTABLISHING A SERVICE AUTHORITY FOR AN ABANDONED VEHICLE ABATEMENT PROGRAM; and**

Appoint the Director of Code Enforcement and Code Enforcement Technicians as City representatives to serve on the Abandoned Vehicle Abatement Service Authority.

**8. HOUSING SUCCESSOR AGENCY ANNUAL REPORT**

Receive and file the Housing Successor Agency Annual Report for Fiscal Year 2020- 2021

**RECOMMENDATION**

RECEIVE AND FILE THE HOUSING SUCCESSOR AGENCY ANNUAL REPORT FOR FISCAL YEAR ENDING 2021

**9. ANNUAL PROGRESS REPORT**

Receive and file the 2021 Housing Element Annual Progress Report

**RECOMMENDATION**

RECEIVE AND FILE THE HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR 2021

## REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
  - [i.](#) Department Reports
4. Correspondence
  - [i.](#) FERC Correspondence
  - [ii.](#) PG&E Correspondence

## ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on April 5, 2022 at 4:00 p.m.

*Accommodating Those Individuals with Special Needs* – In compliance with the Americans with Disabilities Act, the City of Oroville encourages those with disabilities to participate fully in the public meeting process. If you have a special need in order to allow you to attend or participate in our public meetings, please contact the City Clerk at (530) 538-2535, well in advance of the regular meeting you wish to attend, so that we may make every reasonable effort to accommodate you. Documents distributed for public session items, less than 72 hours prior to meeting, are available for public inspection at City Hall, 1735 Montgomery Street, Oroville, California.

*Recordings* - All meetings are recorded and broadcast live on [cityoforoville.org](http://cityoforoville.org) and YouTube.

## City of Oroville

### A PROCLAMATION HONORING Don Reighley

**WHEREAS,** Don Reighley has dedicated his life to the community of Oroville, with distinction; having served as the Chamber of Commerce Representative to ORAC, DWR, State Parks, and State Representatives for 28 years and as a community volunteer and advocate for Fishing Organizations for over 20 years; and

**WHEREAS,** he served as Head Coach for the Butte County Office of Education High School Fishing Team based out of Oroville, sharing his Knowledge of the Sport of Bass Fishing, Fishing Code of Ethics and Angler Participation Rules; and

**WHEREAS,** Don served as President of the Paradise Bass Club, giving freely of his time by teaching fish care, and catch and release to future generations. Don also helped facilitate the purchase, maintenance, and weekly operation of the "Fish Release Boat" for Lake Oroville from early 2000's to now. Which helped facilitate hundreds of local fishing events; and

**WHEREAS,** Don's fishing expertise and advocacy has brought great recognition to Lake Oroville as a incredible fishing location for thousands of competitive and recreation anglers, and showcasing the beauty that Oroville has to offer; and

**WHEREAS,** Through Don's efforts to bring Fishing Tournaments, Special Events, and Recreational Fishers to Oroville the community has received hundreds of thousands of economic dollars through lodging, visiting, eating, and fueling; and

**WHEREAS,** the Oroville City Council recognizes and appreciate the extraordinary contributions given by Don to this community; and

**WHEREAS,** Don will be sincerely missed by all, our community will not be the same without him.

**NOW, THEREFORE,** I, Chuck Reynolds, Mayor of the City of Oroville, in concurrence with the Oroville City Council, do hereby honor Don Reighley for his loyal and dedicated service to the community of Oroville and urge all citizens to join me in offering this sincere expression of appreciation for dedicating his life to service and for his love for our community.

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Chuck Reynolds, Mayor



Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**February 15, 2022  
REGULAR MEETING  
MINUTES**

This agenda was posted on February 10, 2022. This meeting was recorded and may be viewed at [cityoforoville.org](http://cityoforoville.org) or on YouTube.

**CALL TO ORDER / ROLL CALL**

Mayor Reynolds called the meeting or order at 4pm

**PRESENT:** Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, , Mayor Chuck Reynolds

**ABSENT:** Vice Mayor Scott Thomson

**STAFF:** City Administrator Bill LaGrone, Assistant City Administrator Ruth Wright, Director of Code Enforcement Ron Belser, City Attorney Scott Huber, Assistant Community Development Director Dawn Nevers, Assistant City Clerk Jackie Glover, Interim Fire Chief Chris Tenns, Management Analyst III Amy Bergstrand, City Treasurer Karolyn Fairbanks, Principal Planner Wes Ervin

The Council convened to closed session.

**CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council met with the City Administrator and City Attorney regarding potential exposure to litigation – Two cases.
2. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief.

**OPEN SESSION**

1. Announcement from Closed Session – Mayor Reynolds announced that direction was given; no action was taken.
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda – Motion by Council Member Smith and second by Council Member Goodson to adopt the agenda. Motion passed.

**AYES:** Hatley, Smith, Pittman, Goodson, Riggs, Reynolds  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Thomson

## PRESENTATIONS AND PROCLAMATIONS

1. Council received a presentation from Principal Planner Wes Ervin regarding sober living and other group homes, including how they are regulated by Oroville and other jurisdictions, and where they are concentrated in the city.

Mayor Reynolds requested a moment of silence for Pastor Steve Terry, Annie Terry asked if it could be a moment of prayer, the council consented, and Annie led the room in a moment of prayer.

## PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Marie Shepord
- Daniel Ballard
- The Cameraman
- Bill Speer

The following individuals spoke on agenda items:

- Bill Speer – Presentations
- Annie Terry– Presentations
- Larry Tracy – Presentations

## CONSENT CALENDAR

Motion by Council Member Goodson and second by Council Member Smith to approve the consent calendar. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Reynolds  
 NOES: None  
 ABSTAIN: None  
 ABSENT: Thomson

### 1. APPROVAL OF THE MINUTES

The City Council approved the minutes of December 7, 2021, February 1, 2022 and February 2, 2022.

### 2. FREE ADMISSION DAYS FOR ALL CITY MUSEUMS

Council authorized free admission days for all City Museums on February 26, 2022 and February 27, 2022 in support of Explore Butte County's Museum Weekend.

### 3. AUTHORIZATION OF OWNERSHIP OF BOLTS ANTIQURE TOOL MUSEUM

The Council authorizes staff to purchase the requested items in the Bolt's Antique Tool Museum for a total of \$9,500.00.

### 4. DONATION OF SEVERAL EDUCATIONAL ITEMS TO THE CHINESE TEMPLE & MUSEUM COMPLEX

The City Council accepted the donation of a terra-cotta warrior statue and a cloisonne vase to the Chinese Temple & Museum Complex.



**5. ANNUAL LONG TERM MONITORING REPORTS - HOME MULTIFAMILY RENTAL HOUSING PROJECTS**

The Council adopted Resolution No. 9026- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH R. L. HASTINGS & ASSOCIATES, LLC, IN THE AMOUNT OF \$12,800 YEAR 1, \$13,800 YEAR 2, \$13,800 YEAR 3, TO PREPARE THE ANNUAL LONG-TERM MONITORING REPORT FOR HOME MULTI-FAMILY RENTAL HOUSING PROJECTS, for three (3) yeas. - (Agreement No. 3237-2).

**6. AGREEMENT WITH BURKE, WILLIAMS, AND SORENSEN LLP ATTORNEYS AT LAW FOR LEGAL SERVICES FOR LABOR NEGOTIATION MATTERS**

The Council Adopted Resolution No. 9027- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BURKE, WILLIAMS AND SORENSEN LAW OFFICES– (Agreement No. 3403).

**PUBLIC HEARINGS – 5:15 PM**

**7. ANNEXATION OF THE VILLAGE AT RUDDY CREEK SUBDIVISION INTO THE CITY'S ASSESSMENT DISTRICTS**

This item has been continued to the March 1, 2022 City Council Meeting

**REGULAR BUSINESS**

**8. COUNCIL APPOINTMENT TO THE BUTTE COUNTY MOSQUITO AND VECTOR CONTROL BOARD**

Mayor Reynolds made a recommendation to appoint himself to the Butte County Mosquito and Vector Control Board.

Motion by Council Member Smith and Second by Goodson to appoint Mayor Reynolds to the Mosquito and Vector Control Board for a term expiring February 28, 2024. Motion passed.

- AYES: Hatley, Smith, Pittman, Goodson, Riggs, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: Thomson

**9. AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL FOR MARKETING SERVICES**

The Council provided direction to the City Administrator to release a Request for Proposal (RFP) for Marketing Services.

Motion by Council Member Riggs and second by Council Member Goodson to authorize staff to release a Request for Proposal for Marketing Services for the City of Oroville.

- AYES: Hatley, Smith, Pittman, Goodson, Riggs, Reynolds
- NOES: None
- ABSTAIN: None
- ABSENT: Thomson

## 10. HOUSING NAVIGATION SERVICES

The Council considered entering into an agreement to provide Housing Navigation Services as described in the attached Memorandum of Understanding between Butte County's Department of Employment and Social Services and the City of Oroville.

Motion by Council Member Smith and second by Council Member Goodson to enter into the 3-year agreement to provide Housing Navigation Services described in the attached Memorandum of Understanding between Butte County's Department of Employment and Social Services and the City of Oroville. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Reynolds  
 NOES: None  
 ABSTAIN: None  
 ABSENT: Thomson

## 11. LETTER OF SUPPORT FOR AB 1599 THE REPEAL OF PROPOSITON 47

The Council authorized a letter of support for AB 1599 a repeal of portions of Proposition 47.

Motion by Council Member Riggs and second by Council Member Smith to authorize letter of support for AB 1599.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Reynolds  
 NOES: None  
 ABSTAIN: None  
 ABSENT: Thomson

## REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
  - a. Riggs – Attended Downtown Business Association meeting and spoke about upcoming First Friday Events and spoke about Museum Weekend.
  - b. Smith – Gave an update on upcoming Arbor Days at the Oroville Convention Center and the Butte County Continuum of Care meeting he attended
  - c. Pittman – Attended the Parks Commission meeting and updated the council on this meeting; attended a YMCA basketball game at the convention center
  - d. Reynolds – Mentioned the High Cheerleader National Championship in Las Vegas and congratulated both Oroville and Las Plumas teams who won 1<sup>st</sup> place in their divisions.
2. Future Agenda Items - None
3. Administration Reports
  - a. LaGrone – Updated council on a broken light at Myers and Mitchell Ave.
  - b. Wright – Updated council on staffing, midyear budget review which will come to council soon; attending a conference the next two days; payroll software vendor selected and will be bringing it forward at next meeting
  - c. Nevers – DMV commercial license training center is running a pilot program out by the airport.
  - d. Departmental Reports for January 2022 – Written report attached to packet
4. Correspondence

**ADJOURN THE MEETING**

Mayor Reynolds adjourned the meeting at 6:31pm.

APPROVED:

ATTESTED:

\_\_\_\_\_  
Mayor Chuck Reynolds

\_\_\_\_\_  
Assistant City Clerk Jackie Glover



Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**March 01, 2022  
REGULAR MEETING  
MINUTES**

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This agenda was posted on February 24, 2022. This meeting was recorded and may be viewed at [cityoforoville.org](http://cityoforoville.org) or on YouTube.

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**CALL TO ORDER / ROLL CALL**

- PRESENT:** Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson, Vice Mayor Scott Thomson, Mayor Chuck Reynolds
- STAFF:** City Administrator Bill LaGrone, Management Analyst III Amy Bergstrand, Interim Fire Chief Chris Tennes, Assistant City Clerk Jackie Glover, Assistant City Administrator Ruth Wright, Assistant Community Development Director Dawn Nevers, Code Enforcement Director Ron Belser, City Attorney Scott Huber, City Treasurer Karolyn Fairbanks

**CLOSED SESSION**

The Council held a Closed Session on the following:

1. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief, Assistant Community Development Director, Business and Housing Director
2. Pursuant to Government Code section 54956.8, the Council met with Real Property Negotiators, Acting City Administrator and City Attorney, regarding the property commonly known as 225 Chuck Yeager Way, Oroville, CA 95965.
3. 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 Fire Fighters' Association

**OPEN SESSION**

1. Announcement from Closed Session – Mayor Reynolds announced that Direction was given; no action was taken.
2. Pledge of Allegiance – Led by Mayor Reynolds
3. Adoption of Agenda – Motion by Vice Mayor Thomson and second by Mayor Reynolds to adopt the agenda. Motion passed.

- AYES:** Pittman, Hatley, Thomson, Reynolds  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** Riggs, Smith, Goodson

## PRESENTATIONS AND PROCLAMATIONS

1. Mayor Reynolds conducted a swearing in ceremony for Noah Poblano, Shea Shull, and Nikolya Gorkavchuk from the Fire Department.

## PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on agenda items – Bill Speer: Future Agenda Items

The following spoke on non-agenda items – The Cameraman

## CONSENT CALENDAR

Motion by Council Member Goodson and second by Vice Mayor Thomson to adopt the consent calendar. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds  
 NOES: None  
 ABSTAIN: None  
 ABSENT: None

### 1. ADOPTION OF THE MINUTES

The City Council approved the minutes from February 1, 2022 and February 2, 2022

### 2. PAYROLL SOFTWARE SELECTION

The Council approved the Mayor to sign a contract with UKG Read for Payroll time and attendance software and Human Resource Management Software.

### 3. AGREEMENT FOR AS NEEDED PROFESSIONAL ENGINEERING AND PLANNING SERVICES WITH STREAMLINE ENGINEERING

The Council authorized the Mayor to contract with Streamline Engineering for as needed professional structural engineering and design services.

### 4. AUTHORIZATION TO TRANSFER CITY OF OROVILLE VEHICLE 34, 1991 FORD F-350 1 YARD DUMP TRUCK TO THE HOPE CENTER/CITY WORKS PROGRAM.

The Council authorized the transfer of City Vehicle 34, the 1991 Ford F350 pickup from Public Works to the Hope Center/City Works.

### 5. AUTHORIZATION TO RELEASE A REQUEST FOR PROPOSAL FOR TREE PRUNING SERVICES

The Council authorized staff to release a Request for Proposal for tree pruning services for the City of Oroville.

### 6. CLARIFICATION FOR THE APPOINTMENT OF THE PART-TIME ASSISTANT PLANNER POSITION

The Council accepted the appointment of the part-time Assistant Planner as an employee of the City of Oroville and recognized by the Oroville City Employees Association effective May 18, 2021.

**7. TRANSPARENCY SOFTWARE FOR BUDGETING**

The Council approved the use of ClearGov software for digital budgeting with a portal for citizen transparency and engagement and authorized the Mayor to sign the contract.

**8. AMENDMENT AGREEMENT WITH HOPE CENTER (CITY WORKS)**

The Council adopted Resolution No. 9028 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO AMEND THE AGREEMENT WITH HOPE CENTER (CITY WORKS) TO CONTINUE TO PROVIDE SERVICES TO THE CITY OF OROVILLE. (Agreement 3204-1)

## REGULAR BUSINESS

**10. AUTHORIZE INCREASED PURCHASE AMOUNT FOR STREET DEPARTMENT EQUIPMENT**

Council considered and approved the increase in the budgeted purchase amount of City Street Department equipment.

Motion by Council Member Smith and second by Council Member Goodson to approve the \$65,976.00 increase in the purchase price of new 2021 Street Sweeper and to approve the \$7,985.68 increase in purchase price of new Paving and Compaction equipment. Motion passed.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds  
 NOES: None  
 ABSTAIN: None  
 ABSENT: None

**11. AMEND AXON CONTRACT TO INCLUDE TASERS**

The Council considered a change to the body camera lease agreement with Axon to include Tasers and drone licensing. The new contract will be a five-year contract and cost \$324,430.42 over the life of the contract.

Motion by Council Member Goodson and second by Council Member Riggs to authorize staff to sign the new five-year contract with Axon for \$324,430.42.

AYES: Hatley, Smith, Pittman, Goodson, Riggs, Thomson, Reynolds  
 NOES: None  
 ABSTAIN: None  
 ABSENT: None

**12. MID YEAR FINANCIAL REVIEW**

The Council may receive a mid-year financial report.

Motion by Council Member Smith and second by Council Member Riggs to approve the following budget adjustments:

Expenditures

- Risk Management increase \$87,644 to cover increased property insurance.

- Public Works increase of \$45,000 in the District Tax Fund to cover increases in position costs related to the City Engineer. This position was originally budgeted as part time and has increased.
- Expenditures in the Supplemental Benefits Fund need to increase to cover outstanding approved expenditures. At the time the budget was created it was thought the projects would be completed in the previous year, but they have carried over into this fiscal year. Increase of \$500,000.00

AYES: Smith, Pittman, Riggs, Thomson, Reynolds  
 NOES: Hatley, Goodson  
 ABSTAIN: None  
 ABSENT: None

**PUBLIC HEARINGS – 5:15pm**

**9. PUBLIC HEARING FOR ANNEXATION OF TERRITORY INTO THE CITY’S ASSESSMENT DISTRICTS**

The City previously formed several maintenance districts to serve as a funding source to pay for the maintenance and servicing of certain improvements within certain residential housing tracts located throughout the City. The Consolidated Landscape and Lighting Maintenance Assessment District (the “LLMAD”) funds landscape and lighting improvements; the Consolidated Benefit Assessment District (the “BAD”) that funds drainage and storm water improvements and related services. The City also manages Community Facilities District No. 2006-1 and Community Facilities District No. 2006-2 (the CFD’s”). Those Districts provide fire, police and emergency services facilities and services, respectively. The Council will conduct a public hearing to finalize the annexation of the Village at Ruddy Creek development into these assessment districts.

**RECOMMENDATION**

Motion by Council Member Smith and second by Council Member Riggs to adopt Resolution No. 9030 Ordering the Annexation for the LLMAD; and adopt Resolution No. 9029 Ordering the Annexation for the BAD; and adopt Resolution No. 9031 Declaring Results of Special Election for CFD 2006-1; and adopt Resolution No. 9032 Declaring Results of Special Election for CFD 2006-2; and adopt Resolution No. 9033 Authorizing the Levy of Special Taxes for CFD 2006-1; and adopt Resolution No. 9034 Authorizing the Levy of Special Taxes for CFD 2006-2. Motion passed.

AYES: Smith, Pittman, Goodson, Riggs, Thomson, Reynolds  
 NOES: None  
 ABSTAIN: None  
 ABSENT: Hatley (Recused)

**REPORTS / DISCUSSIONS / CORRESPONDENCE**

1. Council Announcements and Reports
  - a. Riggs – Provided an update on upcoming First Friday Events, acknowledged staff member Wade Atteberry who is celebrating 22 years of service to the city this year.
  - b. Smith – Provided Museum Week Updates; Provided Arbor Day Updates – March 19, 2022, at the Oroville Convention Center, spoke about the African American Family Culture Center celebration held recently and congratulated the new CEO on a great event.
  - c. Pittman – Mentioned updates to the Lott Home and Sank Park

- d. Reynolds – Attended the African American Family Culture Center event held recently.
- 2. Future Agenda Items
  - a. Oak Tree Mitigation Ordinance – Mayor Reynolds
- 3. Administration Reports
  - a. Tennes – The Fire Department is 1 of 8 Fire Departments that received a grant from Cal Water
  - b. Nevers – The City received a grant from the Governor to make improvements to the entrance into Oroville on Highway 70 where the welcome sign is.
  - c. Belser – Provided an update to council on the activity of the Code Enforcement Department over the past month.
  - d. Huber – Explained that an Ordinance will be coming to council soon related to police equipment.
- 4. Correspondence
  - i. CPUC Public Hearings Regarding PG&E's Rate increase request of 18% for Customers and PG&E's execution of 2021 Public Safety Power Shutoff (PSPS)

**ADJOURN THE MEETING**

Mayor Reynolds adjourned the meeting at 5:37pm.

APPROVED:

ATTESTED:

\_\_\_\_\_  
Mayor Chuck Reynolds

\_\_\_\_\_  
Assistant City Clerk Jackie Glover





Council Chambers  
1735 Montgomery Street  
Oroville, CA. 95965

**February 25, 2022  
SPECIAL MEETING  
MINUTES**

This agenda was posted on February 24, 2022 at 10:50am.

**CALL TO ORDER / ROLL CALL/ OPEN SESSION**

Mayor Reynolds called the meeting to order at 1:31pm.

- 1. PRESENT: Council Member s Art Hatley, Krysi Riggs, Eric Smith, Janet Goodson, David Pittman, Mayor Chuck Reynolds

ABSENT: Vice Mayor Scott Thomson

- 2. Pledge of Allegiance – Led by Mayor Reynolds
- 3. Adoption of Agenda – Motion by Council Member Goodson and second by Council Member Smith to adopt the agenda. Motion passed.

AYES: Goodson, Smith, Pittman, Hatley, Riggs, Reynolds  
NOES: None  
ABSENT: Thomson  
ABSTAIN: None

**CLOSED SESSION**

- 1. Pursuant to Government Code Section 54957(b), the Council met with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief

**OPEN SESSION**

- 1. Report from Closed Session – Mayor Reynolds announced that direction was given; no action was taken.

**ADJOURNMENT**

The Meeting was adjourned by Mayor Reynolds.

APPROVED:

ATTESTED:

\_\_\_\_\_  
Mayor Chuck Reynolds

\_\_\_\_\_  
Assistant City Clerk Jackie Glover



## CITY OF OROVILLE STAFF REPORT

**TO:                   MAYOR REYNOLDS AND CITY COUNCIL**

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

**RE:                   FORECLOSURE OF 1891 GRAY STREET**

**DATE:                MARCH 15, 2022**

### SUMMARY

The City Council may consider the foreclosure of the City’s interest on property located at 1891 Gray Street Oroville (APN 012-202-014).

### DISCUSSION

In January of 2019 Staff was notified by Laura Lockwood’s daughter that her mother had passed away in September of 2018. Shannon stated that she had paid off the primary loan and intended to sell the house, however the house needed repairs before it could be put on the market for sale. Shannon was given time to make the necessary repairs and place the home on the market. Staff was assured on several occasions that work was being done to sell the home. In November of 2021 the house had still not been placed on the market. Staff notified Shannon that no more time could be allowed and that the house needed to be placed for sale by the end of 2021. Staff checked in January 2022, but no listings were found. In February 2022 Staff drove by to check on the house. While it has not been verified, it appears the house is occupied.

Address	Amount Due to Primary Lender	Amount of City Loan	Total Loans	Value Based on Comparable
1891 Gray Street	\$0.00	\$36,750.00 plus 5% interest \$33,784.83 (approx.) minus interest forgiveness (\$9,242.88)	\$45,897.22 (approx.)	\$243,454.00

### FISCAL IMPACT

There is no general fund impact. Approximately \$5,000 will be needed to cure the default, including foreclosure fees from Fund 221, budget unit 7011, account number 6360, project code 1418910. There is a current available balance of \$ \$685,445.

**RECOMMENDATION**

Authorize the foreclosure of City's loan interest on the property located at 1891 Gray Street, Oroville CA (APN 012-202-014); and

**Adopt Resolution No. 9035** - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 1891 GRAY STREET, OROVILLE (APN 012-202-014)

**ATTACHMENTS**

Resolution No. 9035

**CITY OF OROVILLE  
RESOLUTION NO. 9035**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 1891 GRAY STREET, OROVILLE (APN 012-202-014)**

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

1. The Mayor and/or City Administrator is hereby authorized and directed to execute all documents and any amendments thereto necessary to initiate and complete foreclosure proceedings on 1891 Gray Street, (APN 012-202-014) Oroville, California; and
2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting on March 15, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk



## CITY OF OROVILLE STAFF REPORT

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

**FROM:               BILL LAGRONE, CITY ADMINISTRATOR**

**RE:                   EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND  
AMY BERGSTAND**

**DATE:                MARCH 15, 2022**

### **SUMMARY**

The Council will consider an employment agreement between the City of Oroville and Amy Berstrand for the position of the Director of Business and Housing for the City of Oroville.

### **DISCUSSION**

A recruitment for the position of Business and Housing Department Director was conducted for in house applicants earlier this year. The City received one application for the position from Amy Bergstrand. Bergstrand has been the acting Director of Business and Housing for the past eight years. Bergstrand is well suited and recommended for this position. The Business and Housing department has efficiently and effectively functioned under Bergstrand's leadership.

Staff has prepared a contract to for Amy Bergstrand to fill the position of Director of Business and Housing. The terms of the contract include a starting salary of \$118, 720 for a term of three years. If approved the contract will be from March 16, 2022, to March 15, 2025. In October of 2024, If Bergstrand wishes to continue the contract, she must submit a letter asking the Council for an extension. The Council would have to consider the letter and respond within 30 days to extend, renew the contract. Please review the attached proposed contract for additional details. The contract is consistent with contracts for all Department Heads.

**FISCAL IMPACT:**

Funding will come from the Business and Housing Department Budget.

**RECOMMENDATION:**

Adopt Resolution No. 9036 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND TO SERVE AS THE DIRECTOR OF BUSINESS AND HOUSING – (Agreement No. 3407).

**ATTACHMENTS:**

1. Agreement 3407

**OROVILLE CITY COUNCIL  
RESOLUTION NO. 9036**

**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 AMY BERGSTRAND**

**(Agreement No. 3407)**

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

- 1. The Mayor is hereby authorized and directed to execute an Employment Agreement between the City of Oroville and Amy Bergstrand. 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 March 15, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Bill LaGrone, City Clerk

## **EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND**

The employment agreement ("Agreement") is made and entered into on March 15, 2022, by and between the City of Oroville ("City") and Amy Bergstrand ("Bergstrand") to be effective March 16, 2022, both of whom understand as follows:

**WHEREAS**, City desires to employ the services of Bergstrand as its Director of Business and Housing Department; and

**WHEREAS**, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Bergstrand; and

**WHEREAS**, Bergstrand desires to be employed as the Director of Business and Housing Department of City.

**NOW THISEFORE**, in consideration of the mutual covenants herein contained, the parties agree that the Agreement supersedes in total any prior employment agreements or Memorandum of Understandings between the parties, and further agree as follows:

### **Section 1. Duties:**

City hereby agrees to employ Bergstrand as the Director of Business and Housing Department of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign her.

### **Section 2. Term; Termination: Severance Compensation:**

- A.** The term of this Agreement shall be effective March 16, 2022, and shall continue until March 16, 2025. On or before October 16, 2024, Bergstrand shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. 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 Bergstrand 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 above, and thereafter Bergstrand shall not be entitled to any compensation except for any accrued vested benefits as listed above.
- B.** If Bergstrand resigns her position as Director of Business and Housing Department before the expiration date of the initial or any extended term of this Agreement; Bergstrand shall give City a sixty (60) day written notice in advance to City. In such event, Bergstrand shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Bergstrand make such request.



- C. City may terminate this Agreement at any time with or without cause. If the City discharges Bergstrand from her position, without cause, as Director of Business and Housing, the City shall pay Bergstrand a lump-sum cash payment equal to six (6) month's salary. In addition, Bergstrand shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Bergstrand 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, Bergstrand shall have the opportunity to retire from City employment through PERS, in lieu of termination.

**Section 3. Random Drug Testing Policy:**

Bergstrand 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 Bergstrand 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:**

City agrees to place Bergstrand at Step A of the Assistant City Administrator salary schedule, an annual base salary of \$118,720, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

**Section 6. Performance Evaluation:**

The Council shall direct the City Administrator to complete a performance evaluation of Bergstrand by December 31<sup>st</sup> of each year of the contract and during any extension period of the contract and upon the Council's concurrence with the satisfactory review, Bergstrand may receive a salary adjustment of up to one step of the salary schedule for her base salary, for an overall evaluation of 'M' or better. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Bergstrand. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Bergstrand. The City Administrator's evaluation of Bergstrand will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Bergstrand's final evaluation.

**Section 7. Hours of Work; Administrative Leave:**

Bergstrand shall be employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that Bergstrand 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, unless City and Bergstrand agree upon an alternate amount of leave (which shall be documented in writing). Such leave may be taken only upon approval of the City Administrator. Bergstrand shall have the option to cash out up to twenty (20) hours of administrative leave per calendar year.

**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, Bergstrand shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Bergstrand 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 to Bergstrand suitable for her use while performing her duties as the Director of Business and Housing or compensate her if no vehicle is available at the rate of \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

**Section 10. Vacation and Sick Leave:**

Bergstrand shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Bergstrand shall be permitted to accumulate an unlimited amount of sick leave.

Bergstrand shall accumulate vacation leave at the rate of twenty-one (21) working days of vacation per year. Bergstrand 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 Bergstrand and her eligible dependents.

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

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

Bergstrand shall be compensated for each holiday at the straight time compensation rate.

**Section 13. Technology Fee:**

City shall provide a technology allowance to Bergstrand in the amount of \$100/month to compensate her for the use of her private cell phone and laptop/tablet for City business.

**Section 14. Retirement:**

Bergstrand will pay 12% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above 12% during the term of this agreement or any extensions, Bergstrand and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4<sup>th</sup> level for Bergstrand.

**Sick Leave Conversion at the Time of Retirement:**

Upon regular retirement from the City of Oroville, Bergstrand shall have the option to convert her unused sick leave balance to CalPERS service credit. In the alternative, Bergstrand may convert her unused sick leave balance to a dollar value account 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 to pay premiums for medical, dental and vision insurance. Bergstrand may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If Bergstrand elects to convert her unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, Bergstrand shall have the option of continuing medical, dental and vision insurance coverage at her own expense, consistent with current City policy and Federal law. If, after her retirement, Bergstrand becomes deceased before her dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

**Section 15. Deferred Compensation Plan:**

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

**Section 16. Outside Employment:**

During the term of the Agreement, and any extensions thereof, Bergstrand shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with Bergstrand's duties as while employed by the City and no other outside employment of any kind or character is permitted 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 Bergstrand 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 19. Professional Development:**

- A. City agrees to budget for and to pay for travel and subsistence expenses of Bergstrand for professional and official travel, meetings, and occasions to continue the professional development of Bergstrand, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Bergstrand 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 Bergstrand 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 Bergstrand, 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 Business and Housing Department's 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 Bergstrand 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 Bergstrand'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 Bergstrand 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 Bergstrand's duties as Business and Housing Director, except for any civil action or proceeding brought against Bergstrand 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 Bergstrand under any law or ordinance.

**Section 23. Other Terms and Conditions of Employment:**

It is understood and agreed by City and Bergstrand that Bergstrand is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Bergstrand 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 this 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 BERGSTRAND: Amy Bergstrand at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this 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. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Bergstrand.
- C. This Agreement shall not be assigned by Bergstrand or City.
- D. This Agreement shall not be modified without the written consent of Bergstrand and City.
- E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this 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 March 16, 2022.

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

**CITY OF OROVILLE**

\_\_\_\_\_  
Charles Reynolds, Mayor

\_\_\_\_\_  
Amy Bergstrand,  
Director of Business and Housing

**APPROVED AS TO FORM:**

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



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL MEMBERS**

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: EMPLOYMENT AGREEMENT WITH DAWN NEVERS AS ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR**

**DATE: MARCH 15, 2022**

### **SUMMARY**

The Council will consider an Employment Agreement Amendment with Dawn Nevers as the Assistant Community Development Director.

### **DISCUSSION**

Nevers' contract requires an annual evaluation. The evaluation was provided to the Council by the City Administrator. Nevers received a positive evaluation.

During this evaluation period Nevers demonstrated impressive knowledge of her field of expertise for City of Oroville. Nevers consistently strives to convey information in a reasonable and helpful way for Council members and public to understand. Some of Nevers' most admirable traits is her calm demeanor, efficient delivery of work product and verbal communication.

Nevers has proven to be a substantial asset to City of Oroville, providing necessary leadership to her department. Nevers' honesty and integrity are beyond reproach in this very integral part of our City Government. Nevers has shown substantial growth over the past year. Nevers has been operating the Community Development Department without a Department Head for the past year.

Based upon Nevers performance, staff recommends a salary increase for Nevers. Nevers' salary be set at Step E of the Assistant Community Development Director schedule, \$102,555.00, effective March 16, 2022. All other terms and conditions remain the same as previously stated in the agreement. See attached Amendment for additional details.

### **FISCAL IMPACT**

Net fiscal annual impact of \$9,535.00 for salary.

**RECOMMENDATIONS**

Adopt Resolution No. 9037– 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 DAWN NEVERS – (Agreement No. 3299-1).

**ATTACHMENTS**

Resolution No. 9037  
Agreement No. 3299  
Agreement No. 3299-1

**OROVILLE CITY COUNCIL  
RESOLUTION NO.9037**

**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 DAWN NEVERS**

**(Agreement No. 3299-1)**

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

- 1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Dawn Nevers. 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 March 15, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Bill LaGrone, City Clerk



**AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS**

**(Agreement No. 3299-1)**

This Amendment, dated March 15, 2022, is to the Employment Agreement between the City of Oroville (“City”) and Dawn Nevers. (“Nevers”).

In consideration of the terms and conditions herein, the City and Nevers that the amendment to the agreement is effective March 16, 2022, and shall be amended as follows:

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

**SALARY**

City agrees to place NEVERS at Step E of the Assistant Community Development Director salary schedule, an annual base salary of \$102,555, effective March 15, 2022, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

- 2. Conflicts between this Amended Agreement and Agreement No. 3299 shall be controlled by this Amendment. All other provisions within Agreement No. 3299 shall remain in full force and effect.

This Amendment to Agreement 3299 is approved by the City Council of the City of Oroville at a regular meeting held on March 16, 2022.

CITY OF OROVILLE

DAWN NEVERS

By: \_\_\_\_\_  
Chuck Reynolds, Mayor

By: \_\_\_\_\_  
Dawn Nevers

APPROVED AS TO FORM:

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



## **EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS**

The employment agreement ("Agreement") is made and entered into on January 28, 2020, by and between the City of Oroville ("City") and DAWN NEVERS ("NEVERS") to be effective February 10, 2020, both of whom understand as follows:

**WHERE AS**, City desires to employ the services of NEVERS as its Assistant Community Development Director – Development Services Department and

**WHERE AS**, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for NEVERS; and

**WHERE AS**, NEVERS desires to be employed as the Assistant Community Development Director – Development Services Department of City.

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

### **Section 1. Duties:**

City hereby agrees to employ NEVERS as Assistant Community Development Director – Development Services Department of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign.

### **Section 2. Term; Termination: Severance Compensation:**

- A.** The term of this Agreement shall be effective February 10, 2020 and shall continue until February 09, 2023, at which time NEVERS may request an extension of this contract. On or before July 1, 2022, NEVERS shall give written notice to City if she wishes to extend the agreement on the same terms and conditions for an additional period. 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 NEVERS 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 above, and thereafter NEVERS shall not be entitled to any compensation except for any accrued vested benefits as listed above.
- B.** If NEVERS resigns her position as Assistant Community Development Director – Development Services Department before the expiration date of the initial or any extended term of this agreement; NEVERS shall give City a 60-day written notice in advance to City. In such event, NEVERS shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may

reduce the required notice to not less than 30 days without penalty should NEVERS make such request.

- C. As an at-will employee, City may terminate this agreement at any time with or without cause. If the City discharges NEVERS from her position, without cause, as Assistant Community Development Director – Development Services Department, the City shall pay NEVERS a lump-sum cash payment equal to six month’s salary. In addition, NEVERS shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation and administration leave. However, in the event NEVERS 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, NEVERS shall have the opportunity to retire from City employment through PERS, in lieu of termination.

### **Section 3. Random Drug Testing Policy:**

NEVERS 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 NEVERS 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:**

City agrees to place NEVERS at Step C of the Assistant Community Development Director salary schedule, an annual base salary of \$93,020, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

### **Section 6. Performance Evaluation:**

The Council shall direct the City Administrator to complete a performance evaluation of NEVERS by February 1<sup>st</sup> of each year of the contract and during any extension period of the contract and upon the Council's concurrence with the satisfactory review, NEVERS may receive a salary adjustment of up to one step of the salary schedule for her base salary, for an overall evaluation of ‘M’ or better. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and NEVERS. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with NEVERS. The City Administrator's evaluation of NEVERS will be shared with the Mayor and Council. The Mayor and Council may add additional comments to NEVERS’s final evaluation.

**Section 7. Hours of Work; Administrative Leave:**

NEVERS shall be employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that NEVERS 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, unless City and NEVERS agree upon an alternate amount of leave. Such leave may be taken only upon approval of the City Administrator. NEVERS shall have the option to cash out up to 20 hours of administrative leave per calendar year.

**Section 8. Bereavement Leave:**

When compelled to be absent from work by reason of death of an immediate family member, or when death appears imminent, NEVERS shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, NEVERS 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 to NEVERS suitable for her use while performing her duties or compensate her if no vehicle is available at \$300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5 T(k)(6).

**Section 10. Vacation and Sick Leave:**

NEVERS shall accumulate sick leave at the rate of one (1) workday for each month of employment. NEVERS shall be permitted to accumulate an unlimited amount of sick leave.

NEVERS shall accumulate vacation leave at the rate of 15 working days of vacation per year. NEVERS shall be permitted to accumulate an unlimited amount of vacation.

**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 NEVERS and her eligible dependents.

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

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

NEVERS shall be compensated for each holiday of straight time compensation.

**Section 13. Technology Fee:**

City shall provide a technology allowance to NEVERS in the amount of \$100/month to compensate her for the use of her private cell phone and laptop/tablet for City business.

**Section 14. Retirement:**

NEVERS will pay 12% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above 12% during the term of this agreement or any extensions, NEVERS and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4<sup>th</sup> level for NEVERS.

**Sick Leave Conversion at the Time of Retirement:**

Upon regular retirement from the City of Oroville, NEVERS shall have the option to convert her unused sick leave balance to CalPERS service credit or she may convert it to a dollar value account 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, to pay premiums for medical, dental and vision insurance. NEVERS may also elect to split her unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

If NEVERS elects to convert her unused sick leave to a dollar value account to pay for medical, dental and vision insurance and it becomes exhausted, NEVERS shall have the option of continuing medical, dental and vision insurance coverage at her own expense, consistent with current City policy and Federal law. If, after her retirement, NEVERS becomes deceased before her dollar value account has been completely utilized, the remaining benefits shall be available to the surviving eligible family members.

**Section 15. Deferred Compensation Plan:**

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

**Section 16. Outside Employment:**

During the term of the agreement, and any extensions thereof, NEVERS shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with NEVERS's duties as while employed by the City and no other outside employment of any kind or character is permitted 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 NEVERS 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 NEVERS for professional and official travel, meetings, and occasions to continue the professional development of NEVERS, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which NEVERS 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 NEVERS 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 NEVERS, 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 Administration's 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 NEVERS 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 NEVERS'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 NEVERS 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 NEVERS's duties as Assistant Community Development Director – Administration Department, except for any civil action or proceeding brought against NEVERS 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 NEVERS under any law or ordinance.

**Section 23. Other Terms and Conditions of Employment:**

It is understood and agreed by City and NEVERS that NEVERS is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, NEVERS serves at the pleasure of the City Council 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 NEVERS: DAWN NEVERS 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 NEVERS.
- C. The agreement shall not be assigned by NEVERS or City.
- D. The agreement shall not be modified without the written consent of NEVERS 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 November 19, 2019.

**CITY OF OROVILLE**

**DAWN NEVERS**

\_\_\_\_\_  
Charles Reynolds, Mayor

\_\_\_\_\_  
DAWN NEVERS,  
Assistant Community Development Director

**APPROVED AS TO FORM:**

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



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: BILL LAGRONE, CITY ADMINISTRATOR**

**RE: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND MARCINIAC CONSULTING SERVICES**

**DATE: MARCH 15, 2022**

### SUMMARY

The City Council will consider an agreement with Robert Marciniak of Marciniak Consulting Services for Supplemental Benefit coordination services.

### DISCUSSION:

At the January 26, 2022, meeting of the Supplemental Benefit Fund (SBF) committee direction was given to enter into a Consulting contract with Marciniak Consulting services. Mr. Marciniak will provide up to 10 hours per month preparing all necessary agendas, communicating with all partners, facilitating all SBF meetings, updating and monitoring all approved agreements, preparing any future notice of funding releases, and updating all necessary records.

Mr. Marciniak is very familiar with the SBF and is well suited for the task. Mr. Marciniak previously retired from the City of Oroville as the SBF coordinator with extensive experience with the SBF. Mr. Marciniak has provided a proposal to perform all services at a rate of \$80.00 per hour. For additional details see attached proposal.

### FISCAL IMPACT

Funding is available in the Supplemental Benefit Fund for these services

### RECOMMENDATION

**Adopt Resolution No. 9038** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND MARCINIAC CONSULTING SERVICES (Agreement 3242-2)

**ATTACHMENTS**

Resolution No. 9038  
Agreement No. 3242-2

**OROVILLE CITY COUNCIL  
RESOLUTION NO. 9038**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND  
DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE CITY OF OROVILLE AND MARCINIAK CONSULTING  
SERVICES**

**Agreement No. 3242-2**

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

- 1. The Mayor is hereby authorized and directed to execute a professional services agreement between the City of Oroville and Marciniak Consulting Services. A copy is attached hereto as Exhibit "A".
- 2. The City Clerk shall attest to the adoption of this Resolution.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on March 15, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk



**Marciniak Consulting Services**  
**Robert T. Marciniak**  
**242 Cottage Creek Drive**  
**Oroville, CA 95966**  
**(530) 533-3143**  
**(530) 321-2710**  
**Email: [242enjoy@gmail.com](mailto:242enjoy@gmail.com)**

November 5, 2021

City of Oroville  
Bill LaGrone, City Administrator  
1735 Montgomery Street  
Oroville, CA 95965

Dear Bill,

I have enclosed my proposal for the published RFP for the SBF Program Specialist Services. I have also included a copy of my current City of Oroville business license and information about the Professional Liability insurance plan that I will purchase should this proposal be approved.

Should you have any questions, or wish to discuss my proposal, please contact me at your convenience.

Sincerely,



Bob Marciniak

Enclosures:

- Proposal
- Business License
- Professional Liability Insurance



**Marciniak Consulting Services**  
**Robert T. Marciniak**  
**242 Cottage Creek Drive**  
**Oroville, CA 95966**  
**(530) 533-3143**  
**(530) 321-2710**  
**Email: [242enjoy@gmail.com](mailto:242enjoy@gmail.com)**

November 5, 2021

City of Oroville  
 1735 Montgomery Street  
 Oroville, Ca 95965

**I am responding to the Request for Proposals for the SBF Program Specialist Services that was released on November 1, 2021.**

As the retired SBF Program Specialist I am very familiar with all aspects of the position and the Oroville FERC Project No. 2100 pending license. My previous responsibilities included developing and implementing the Regional Fund Strategic Plan which was intended to be the framework for the Supplemental Benefits Fund Program and Steering Committee. Additional studies and plans were facilitated as well as the preparation and release of multiple Notice of Funds Available, contract development and the administration of the SBF and all approved grants.

**Proposal for Services:**

- Provide the equivalent of one day (eight hours) per month for typical duties associated with the administration of the SBF including, but not limited to:
- Communicate with other FERC 2100 partners including DWR and State Water Contractors, the Fund Administrator and the SBF Steering Committee.
- Preparation of the Agenda, Staff Reports and any required research for the quarterly SBF Steering Committee Meetings. Provide all legal notifications.
- Attend, setup and facilitate the SBF Steering Committee Meetings.
- Monitor all open and pending approved agreements/contracts.

- Provide appropriate media releases.
- Review and process all requests for payment of approved SBF agreements/contracts.
- Maintain a financial accounting spreadsheet of funds received, spent & encumbered.
- Monitor and update the SBF page on the City of Oroville website.
- As funds become available, prepare the appropriate NOFA's and follow the process from offering through approval, funding and completion.
- Provide an electronic monthly financial summary and update progress report on all open SBF grants to the Fund Administrator and the SBF Steering Committee.

**City is requested to provide:**

- Electronic access to all existing SBF files
  - Remotely
  - On-site
- City of Oroville email for communication with Administration, the SBF Steering Committee, grant recipients, water partners and the ability to respond to inquiries directed to the SBF.
- Supplies related to the position including
  - Copy machine access
  - Copy paper
- Desk space when working at the City.
- Bookcase and filing cabinet at the City for SBF related documents.

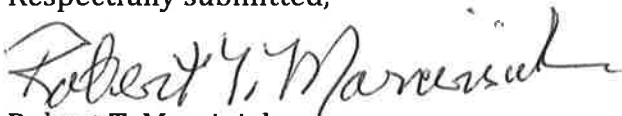
\*\*\*\*\*

**Monthly price for all items detailed in the Proposal for Services is \$800.00**

**If requested, or required, to attend meetings beyond the detailed scope listed above an hourly rate of \$65.00 will be charged in excess of the agreed contract.**

\*\*\*\*\*

Respectfully submitted,

  
 Robert T. Marciniak

**Attachments:**

1. City of Oroville Business License #10002446
2. Proof of Insurance (biBERK Insurance Company)



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

**BUSINESS LICENSE NUMBER: 10002446**

**EFFECTIVE DATE:**

01/01/2019

**EXPIRATION DATE:**

~~12/31/2019~~

*12/31/2019*  
*[Signature]*

MARCINIAK CONSULTING SERVICES  
242 COTTAGE CREEK DRIVE

**BUSINESS LOCATION:**

242 COTTAGE CREEK DR  
OROVILLE, CA 95966

OROVILLE, CA 95966

**NAME OF BUSINESS:**

MARCINIAK CONSULTING SERVICES

**BUSINESS TYPE:**

MOBILE SERVICES

**OWNER:**

BOB MARCINIAK

**OWNERSHIP TYPE:**

SOLE PROPRIETOR

**RESALE ID**

**SPECIAL CONDITIONS:**

**NOT TRANSFERABLE**

**THIS LICENSE EXPIRES AS SPECIFIED ABOVE**

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

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

Professional Liability (E&O) Quote: 6048848

Quote Pricing Expires 01/11/22

## Contact Details

Your contact information:

Robert Marciniak  
242enjoy@gmail.com  
(530) 321-2710

Professional Liability (E&O) Quote: 6048848

Quote Pricing Expires 01/11/22

## Policy Details of Your Plus Plan

### Coverages

Specific events trigger coverage by this policy.

#### Professional Liability (E&O)

Professional Liability (E&O), also called Errors & Omissions Insurance, covers lawsuits or claims made by your client that your services caused them to suffer financial harm through:

- Mistakes or alleged mistakes on your part (errors)\*
- Failure or alleged failure to perform some service (omission)

Common claims for errors and omissions lawsuits include:

- Negligence or misrepresentation
- Violation of good faith and fair dealing
- Wrong advice
- Privacy violations

\* Professional Liability (E&O) Insurance covers the cost of defending a lawsuit even if the lawsuit is groundless.

#### Cyber Liability

Cyber Liability add-on insurance protects your business against the growing threat of cyber liability, such as:

- A data breach regarding private customer, employee, or client information
- Coverage for regulatory action defense if a governmental agency requires
- your appearance in court

### Benefits

This policy provides specific benefits in the event of a covered loss.

Professional Liability (E&O) Quote: 6048848

Quote Pricing Expires 01/11/22

✓ **Professional Liability (E&O)**

- \$1,000,000 of coverage for any errors and omissions lawsuit
- \$10,000 of coverage for any disciplinary proceedings regarding a license or certification
- \$500/day up to \$10,000 of coverage if you are sued or disciplined and must make an appearance

✓ **Cyber Liability**

- \$250,000 of coverage for a data breach involving private customer or client information
- Regulatory action defense if a government agency requires your appearance in court

Professional Liability (E&O) Quote: 6048848

Quote Pricing Expires 01/11/22

### Deductible

Your deductible per occurrence amount is what you are responsible for before your policy pays for each event that results in a covered loss.

Per Occurrence            \$1,000

### Limits

The per occurrence limit is the maximum amount paid out for a covered loss resulting from a single event. The limit includes claim expenses such as defense cost\*.

Per Occurrence            \$1,000,000

The aggregate limit is the maximum amount paid out for all covered losses during the policy period. The limit includes claim expenses such as defense cost\*.

Aggregate                    \$1,000,000

\* Does not apply in Montana and New York.

### Premium

The premium is the amount you pay monthly or yearly to purchase this policy.

Monthly            \$33.50                    12 monthly payments of \$33.50

Yearly            \$402.00

**AGREEMENT FOR CONSULTING SERVICES FOR THE SUPPLEMENTAL  
BENEFIT FUND**

This Agreement is made and entered on March 15, 2022, by and between the **City of Oroville** (“City”) and the **Marciniak Consulting Services** (“Consultant”).

**AGREEMENT**

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:
  1. Consultation and work services related to the Supplemental Benefits Fund
  2. Review and processing of approved grant request invoices
  3. Updating of all electronic & physical files
  4. Updating of all financial records
  5. Updating, as appropriate, of the SBF web page
  6. Preparation of:
    7. Correspondence
    8. Meeting agendas
    9. Staff Reports and related documents
  10. Contracts
  11. Contract Revisions
  12. Site visits as required or assigned to grantee projects

Consultant shall perform the services described above. Consultant shall provide all necessary day to day services necessary to efficiently operate the Supplemental Benefit Fund. The Consultant shall be available to Supplemental Benefit Fund Committee members, Grantees, and City Staff to ensure the timely availability of information regarding the fund. The Consultant shall ensure the completeness of grant projects and adherence to grant guidelines. Consultant will regularly report the financial position of the fund and the status of all grant funded projects.

13. Time of Performance. The services of Consultant are to commence upon execution of this Agreement and shall continue until June 30, 2024.

14. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. 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.
15. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the number of clients serviced, the date the services were performed. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.
16. 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.
17. 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.
18. 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.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate

performance under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

- c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.
  - d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.
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. 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:
- a. 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
  - b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)
11. 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 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.

12. 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.
13. 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.
14. 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.
15. Insurance Requirements.
  - a. 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.
16. 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: **Bill LaGrone**  
**City of Oroville**  
**1735 Montgomery Street**  
**Oroville, CA 95965-4897**

If to Consultant: **Robert Marciniak**  
**Marciniak Consulting Services**  
**242 Cottage Creek Drive**  
**Oroville, CA 95966**

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 there from.

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

OROVILLE  
RESUCE MISSION

By: \_\_\_\_\_  
Chuck Reynolds, Mayor

By: \_\_\_\_\_  
Robert Marciniak, Owner

APPROVED AS TO FORM:

ATTEST:

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

By: \_\_\_\_\_  
Jackie Glover, Assistant City Clerk

Attachments: Exhibit A: Scope of Services  
Exhibit B: Schedule of Charges  
Exhibit C: Insurance Requirements



**EXHIBIT A: SCOPE OF SERVICES**

1. Consultation and work services related to the Supplemental Benefits Fund
2. Review and processing of approved grant request invoices
3. Updating of all electronic & physical files
4. Updating of all financial records
5. Updating, as appropriate, of the SBF web page
6. Preparation of:
7. Correspondence
8. Meeting agendas
9. Staff Reports and related documents
10. Contracts
11. Contract Revisions
12. Site visits as required or assigned to grantee projects

**EXHIBIT B: SCHEDULE OF CHARGES**

City will pay Consultant Monthly payments as billed by Consultant. Payment will be made within 30 days after receipt of billing.

Monthly price for all items detailed in the proposal for services is \$800.00. If requested or required to attend meetings beyond the detailed scope listed an hourly rate of \$65.00 will be charged.

**EXHIBIT C: INSUREANCE REQUIREMENTS**

The Consultant shall provide proof of insurance in an amount of at least \$1,000,000.00. The Consultant shall ensure the City is named as an additional insured party



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND COUNCIL**

**FROM: BILL LAGRONE, CITY ADMINISTRATOR  
DAWN NEVERS, AST. COMMUNITY DEVELOPMENT DIRECTOR**

**RE: BUTTE COUNTY OFFICE OF EDUCATION LEASE AGREEMENT FOR  
THE CENTENNIAL CULTURAL CENTER**

**DATE: MARCH 15, 2022**

### SUMMARY

The City of Oroville may consider and approve the final lease agreement with the Butte County Office of Education (BCOE) to lease the Centennial Cultural Center.

### DISCUSSION

In November 2021, the BCOE submitted a proposal to lease the Centennial Cultural Center. Their intent is to utilize the unoccupied area of the building to 60- 150 people monthly to downtown Oroville for trainings.

On November 16, 2021, Council approved the draft lease agreement following the receipt of a Letter of Intent to the City Council in the November 2, 2021.

Overview of the terms of the exclusive operating agreement are contained in the attached agreement. The term of the agreement are as follows:

**Term:** The initial lease term shall be one (1) year. Tenant shall have two (2) options to renew for additional one (1) year extension terms.

**Base Rent:** Year one rent will be \$0.50 per square foot per month for the initial term. Approximately 3,000 square feet of building space to be leased.

This is a Modified Gross Lease. Landlord shall be responsible for property taxes, insurance and landscaping; and Tenant shall be responsible for all utilities including PG&E, water, telephone, IT custodial and trash service proportional to the square footage occupied by Tenant.

Tenant Insurance: Tenant shall be obligated to provide liability insurance in the amount of \$2,000,000 naming Landlord as additional insured.

### **Modified Lease Language**

Purchase and Sale Agreement. Within thirty (30) days of the Exercise of Option, parties shall execute a purchase and sale agreement ("Purchase and Sale Agreement") wherein Tenant shall purchase from Landlord, and Landlord shall sell to Tenant, the Premises.

Acceptance of Premises. Although state law does not require a CASp inspection of the Premises, the Landlord may not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant. If Tenant desires a CASp inspection of the Premises, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection. The parties agree to negotiate the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

Option to Purchase: Application of Purchase Deposit and Rent to Purchase Price. The Purchase Deposit and the rent paid during the Term of this Lease shall be credited towards the Purchase Price. The balance of the Purchase Price not paid as rent constitutes the "Net Purchase Price" due and payable by Tenant to close escrow on purchase of the Premises. In the event Landlord materially defaults in its obligations to Tenant under the Purchase and Sale Agreement, Tenant shall be entitled to a refund of the Purchase Deposit or as otherwise specified in the Purchase and Sale Agreement.

For additional details of exclusive operating / lease agreement see attachment.

### **FISCAL IMPACT**

The City will realize fund revenue in the amount of \$1,500.00 per month for the first agreement year.

### **RECOMMENDATION**

Approve Agreement No.3397 City of Oroville Public Facility Exclusive Operating and Lease Agreement as state above. (Resolution No. 9007)

**ATTACHMENTS:**

Agreement No. 3397

**CITY OF OROVILLE PUBLIC FACILITY  
EXCLUSIVE OPERATING AND LEASE AGREEMENT**

THIS EXCLUSIVE OPERATING AND LEASE AGREEMENT (“Lease”) is made this 15 day of March 2022 (“Effective Date”), between the City of Oroville (“Landlord”), and the Butte County Office of Education (“Tenant”).

**BUSINESS TERMS**

Landlord: **CITY OF OROVILLE**

Landlord’s Address:  
City of Oroville  
Attn: City Administrator  
1735 Montgomery Street  
Oroville, California, 95965

Tenant: **Butte County Office of Education**

Tenant’s Address:  
Butte County Office of Education  
Attn: Tad Alexander, Assoc. Supt.  
1859 Bird Street  
Oroville, CA 95965

Premises: Centennial Cultural Center  
1931 Arlin Rhine Memorial Drive

Permitted Use: Office administration and training/conference space.

Current Zoning: R4 – High Density (current use is existing non-conforming)

Term: The initial lease term shall be one (1) year from the Commencement Date. Tenant shall have two (2) options to renew for additional one (1) year extension terms.

Rent Commencement: Rent, as subject to Paragraph 4, shall commence on the Commencement Date.

Commencement Date: Commencement Date shall be the date the Landlord delivers the Premises to Tenant, which in no event shall be later than thirty (30) days from the Effective Date.

- Base Rent:** Year one rent will be \$0.50 per square foot per month for the initial term. Approximately 3,000 square feet of building space to be leased.
- Renewal Option:** The renewal options shall be subject to a rate adjustment for Base Rent. The first year is a joint effort of the Landlord and the Tenant to determine the viability of this endeavor.
- Option to Purchase:** Tenant shall have an Option to Purchase, pursuant to Paragraph 5.
- Net Lease:** This is a Modified Gross Lease. Landlord shall be responsible for property taxes, insurance and landscaping; and Tenant shall be responsible for all utilities including PG&E, water, telephone, IT custodial and trash service proportional to the square footage occupied by Tenant.
- Tenant Insurance:** Tenant shall be obligated to provide liability insurance in the amount of \$2,000,000 naming Landlord as additional insured.
- Security Deposit:** Security deposit shall be equal to one (1) month's rent.
- Security Deposit is held to mitigate damage that may result to the Premises leased by Tenant from business operations. Deposit is returned in full with no interest when Premises have been vacated and inspected by Landlord to assess its condition.
- Fund Availability:** Should Tenant's state and/or federal funding source be reduced substantially enough to make its program inoperable, then Tenant has the ability to terminate the Lease with ninety (90) days' written notice.
- Condition of Premises:** Landlord is to empty and clean unoccupied Premises prior to occupancy by Tenant. In addition, Landlord to repave and stripe parking lot prior to the end of 2022 surrounding the Premises. Any additional improvements by Tenant shall be at Tenant's sole cost and expense. A Tenant Improvement Plan shall be submitted to the Landlord for approval prior to work being performed.
- Building Signage:** Signage shall be in conformance with the Zoning Code, sign regulations, and approved by Landlord prior to installation or placement. All signage shall be at Tenant's expense.



**1. Granting Clause; Term.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the terms, covenants and conditions of this Lease. The Lease Term shall be for one (1) year commencing from the Commencement Date. Provided Tenant is not in default under the Lease, the Tenant shall have two (2) one (1) year options to extend.

**2. Acceptance of Premises.** Tenant shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions, provided, however, that Landlord is to empty and clean unoccupied Premises prior to occupancy by Tenant. In addition, Landlord is to repave and stripe the parking lot surrounding the Premises prior to the end of 2022. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. In no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. Provided that Landlord performs the work noted above, the taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken except for items that are Landlord's responsibility, including items relating to unrepaired fire damage. An ADA Survey has not been conducted by a Certified Access Specialist (CASp) for the Premises and/or surrounding Common Areas. Although state law does not require a CASp inspection of the Premises, the Landlord may not prohibit Tenant from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Tenant, if requested by Tenant. If Tenant desires a CASp inspection of the Premises, the parties shall mutually agree on the arrangements for the time and manner of the CASp inspection. The parties agree to negotiate the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

**3. Use.** The Premises shall be used only for the purpose of providing activities consistent with current activities provided by the Butte County Office of Education. The facility will primarily be used for, but no limited to, trainings and gatherings. The facility will be utilized for all activities that will enhance the quality of life for all the citizens of the City of Oroville. Tenant will use the Premises in a careful, safe and proper manner and will not commit waste, overload the floor or structure of the Premises or subject the Premises to use that would damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any tenants of the Premises. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans With Disabilities Act, orders, judgments, ordinances,

regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, “Legal Requirements”) unless such Legal Requirements are met due to their “grandfathered” nature. Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by Legal Requirements related to Tenant's use or occupation of the Premises unless such Legal Requirements are met due to their “grandfathered” nature. Tenant must receive Landlord’s written authorization and approval for all alteration or modifications to the Premises. Tenant is responsible for compliance with all Americans with Disabilities requirement related to tenants programing and uses. Landlord is responsible for American with Disabilities requirements related to structural changes as required by law and not met due to a “Grandfathered” exception.

**4. Base Rent.** Tenant shall pay Base Rent in the amount set forth above. Tenant’s first payment of Base Rent shall be made on or before the Commencement Date and shall be prorated for the fractional calendar month. Tenant promises to pay to Landlord in advance, without demand, deduction or set-off, monthly installments of Base Rent on or before the first day of each calendar month succeeding the Commencement Date. Payments of Base Rent for any fractional calendar month shall be prorated. All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made by check of immediately available funds before 4:00 p.m., Pacific Time, at City of Oroville, Finance Department, 1735 Montgomery Street, Oroville, California, 95965, or as Landlord may from time to time designate to Tenant in writing. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as may be expressly provided in this Lease.

a. Fund Availability. Should Tenant’s state and/or federal funding source for payment of rent and costs under this Lease be reduced substantially enough to make its program inoperable, based on Tenant’s annual fiscal budget, then Tenant shall have the unilateral right to terminate the Lease upon ninety (90) days’ written notice to Landlord. The early termination notice and payments thereon are acknowledged by both parties as the entire amount due and, upon payment of all amounts due, Tenant is absolved from the obligations outlined in this Lease.

**5. Tenant’s Option to Purchase.** Tenant shall have the option to purchase the Premises (“Option”) at any time during the Term, including extensions thereto.

a. Exercise of Option. Provided Tenant is not in default under any term or provision of this Lease, Tenant may exercise the Option by delivering a written notice of such exercise (“Purchase Notice”) –and a non-refundable purchase

deposit in the amount of One Thousand Dollars (\$1,000) (“Purchase Deposit”) to Landlord which shall be applied to the Purchase Price.

b. Consideration. Upon execution of this Lease, Tenant shall remit payment in the sum of One Dollar (\$1.00) to Landlord (“Option Price”). Tenant and Landlord expressly acknowledge and agree that the Option Price has been bargained for as consideration for the Option, and that such consideration is adequate for all purposes under any applicable law or judicial decision. The Option Price is nonrefundable in all events and will be applicable toward the Purchase Price.

c. Purchase and Sale Agreement. Within thirty (30) days of the Exercise of Option, parties shall execute a purchase and sale agreement (“Purchase and Sale Agreement”) wherein Tenant shall purchase from Landlord, and Landlord shall sell to Tenant, the Premises.

d. Purchase Price. The Purchase Price for the Premises shall be determined via an appraisal to be commissioned by the Tenant the costs of which shall be shared equally by Tenant and Landlord. The appraiser shall be an independent M.A.I. certified appraiser.

d.e. Application of Purchase Deposit and Rent to Purchase Price. The Purchase Deposit and the rent paid during the Term of this Lease shall be credited towards the Purchase Price. The balance of the Purchase Price not paid as rent constitutes the “Net Purchase Price” due and payable by Tenant to close escrow on purchase of the Premises. In the event Landlord materially defaults in its obligations to Tenant under the Purchase and Sale Agreement, Tenant shall be entitled to a refund of the Purchase Deposit or as otherwise specified in the Purchase and Sale Agreement.

**6. Security Deposit.** Tenant shall deposit with Landlord the sum set forth above. The first monthly installment shall be due concurrently with the extension of this Lease for year two. The second monthly installment shall be due with Tenant’s payments beginning with the commencement of rent. The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions to be performed by Tenant. The security deposit shall not be assigned, transferred or encumbered by Tenant, and any attempt to do so shall not be binding upon Landlord. If, at any time during the term of this Lease, any rent or portion of any rent payable by Tenant to Landlord shall not be timely paid, then, Landlord may, at its option (but shall not be required to), appropriate and apply any portion of the security deposit to the payment of such overdue rent. Under no circumstances shall Tenant apply the security deposit as Rent for the final months of the Lease. In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then, at the option of Landlord, Landlord may (but shall not be required to) appropriate and apply the security deposit, or so much so as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due

to such default on the part of Tenant. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the purposes set forth herein, or for any other lawful purpose, then Tenant shall, within 10 days after written demand by Landlord, deliver to Landlord a sufficient sum in cash to restore the security deposit to the original sum of the security deposit. Landlord shall not be obligated to keep the security deposit in a separate fund but may commingle the security deposit with its own funds. The failure of Tenant to maintain the security deposit in the initial amount as stated above shall constitute a failure to pay rent and shall carry with it the consequences set forth in this Lease for failure to pay rent. Upon expiration of the Lease, the security deposit, if not applied toward the payment of Rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of this Lease, is to be returned to Tenant without interest, but in no event shall the security deposit be returned until Tenant has vacated the Leased Premises, delivered possession thereof to Landlord, and fully satisfied Tenant's obligations under this Lease.

**7. Utilities.** Landlord will pay agreed upon amount of utilities due to the co-location of City Services at facility. Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises, above agreed upon prorated amount. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its proportionate share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord.

**8. Taxes.** If any such tax or excise is levied or assessed directly against Tenant, including but not limited to possessory tax, then Tenant shall be responsible for and shall pay the same at such times and in such manner as the taxing authority shall require. Tenant shall be liable for all taxes levied or assessed against any personal property or fixtures placed in the Premises, whether levied or assessed against Landlord or Tenant.

**9. Insurance.** Landlord shall maintain all risk property insurance covering the full replacement cost of the Building. Landlord may, but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, commercial liability insurance and rent loss insurance. All such insurance shall be included as part of the Operating Expenses charged to Tenant. The Premise or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Premise or Building will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary as a result of Tenant's use of the Premises.

Tenant, at its expense, shall maintain during the Lease Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial liability insurance, with a minimum limit of \$1,000,000 per occurrence and a minimum umbrella limit of \$1,000,000, for a total minimum combined general liability and umbrella limit of \$2,000,000 (together with such additional umbrella coverage as Landlord may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Landlord may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless 30 days' prior written notice shall have been given to Landlord, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). SUCH POLICIES OR CERTIFICATES THEREOF SHALL BE DELIVERED TO LANDLORD BY TENANT UPON COMMENCEMENT OF THE LEASE TERM AND UPON EACH RENEWAL OF SAID INSURANCE.

The all-risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its agents, employees and contractors shall not be liable for, and Tenant hereby waives all claims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Landlord or its agents, employees or contractors.

**10. Construction Allowance.** None.

**11. Landlord's Repairs.** Landlord shall maintain, at its expense, the structural soundness of the roof, foundation, and exterior walls of the Building in good repair, reasonable wear and tear and uninsured losses and damages caused by Tenant, its agents and contractors excluded. The term "walls" as used in this Paragraph 11 shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, or office entries. Tenant shall promptly give Landlord written notice

of any repair required by Landlord, after which Landlord shall have a reasonable opportunity to repair.

**12. Tenant-Made Alterations and Trade Fixtures.** Any alterations, additions, or improvements made by or on behalf of Tenant to the Premises (“Tenant-Made Alterations”) shall be subject to Landlord's prior written consent and at the expense of the tenant.

**13. Signs.** Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building facia surface to which its signs are attached. Tenant shall obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's approval and conform in all respects to Landlord's requirements.

**14. Parking.** Off-street parking is provided by Landlord. Public parking is available to Tenant in Landlord owned parking lots located near Premises.

**15. Condemnation.** If any part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance, or regulation, or by right of eminent domain, or by private purchase in lieu thereof (a “Taking” or “Taken”), and the Taking would prevent or materially interfere with Tenant's use of the Premises or in Landlord's judgment would materially interfere with or impair its ownership or operation of the Premise, then upon written notice by Landlord this Lease shall terminate and Base Rent shall be apportioned as of said date. If part of the Premises shall be Taken, and this Lease is not terminated as provided above, the Base Rent payable hereunder during the unexpired Lease Term shall be reduced to such extent as may be fair and reasonable under the circumstances. In the event of any such Taking, Landlord shall be entitled to receive the entire price or award from any such Taking without any payment to Tenant, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant shall have the right, to the extent that same shall not diminish Landlord's award, to make a separate claim against the condemning authority (but not Landlord) for such compensation as may be separately awarded or recoverable by Tenant for moving expenses and damage to Tenant's Trade Fixtures, if a separate award for such items is made to Tenant.

**16. Assignment and Subletting.** Without Landlord's prior written consent, which Landlord shall not unreasonably withhold, Tenant shall not assign this Lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate its leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. For purposes of

this Paragraph, a transfer of the ownership interests resulting in a change of control of Tenant shall be deemed an assignment of this Lease. Tenant shall reimburse Landlord for all of Landlord's reasonable out-of-pocket expenses in connection with any assignment or sublease in an amount not to exceed \$1,500. Upon Landlord's receipt of Tenant's written notice of a desire to assign or sublet the Premises, or any part thereof (other than to a Tenant Affiliate), Landlord may, by giving written notice to Tenant within 15 days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of the proposed assignment or sublease. If Landlord so terminates the Lease, Landlord may enter into a lease directly with the proposed sublessee or assignee. Tenant may withdraw its notice to sublease or assign by notifying Landlord within 10 days after Landlord has given Tenant notice of such termination, in which case the Lease shall not terminate but shall continue.

It shall be reasonable for the Landlord to withhold its consent to any assignment or sublease in any of the following instances: (i) an Event of Default has occurred and is continuing that would not be cured upon the proposed sublease or assignment; (ii) the assignee or sublessee does not have a net worth which is consistent with net worth of other tenant's which Landlord is entering into leases with in the Premise; (iii) the intended use of the Premises by the assignee or sublessee is not consistent with the use provision herein; (iv) occupancy of the Premises by the assignee or sublessee would, in Landlord's opinion, violate an agreement binding upon Landlord with regard to the identity of tenants, usage in the Premise, or similar matters; (v) the identity or business reputation of the assignee or sublessee will, in the good faith judgment of Landlord, tend to damage the goodwill or reputation of the Premise; (vi) the assignment or sublet is to another tenant in the Premise and is at rates which are below those charged by Landlord for comparable space in the Premise and Landlord has space available in the Premise to accommodate the tenant's needs; (vii) in the case of a sublease, the subtenant has not acknowledged that the Lease controls over any inconsistent provision in the sublease; (viii) the proposed assignee or sublessee is a governmental agency; or (ix) there is vacant space in the Premise suitable for lease to the proposed sublessee or assignee. Tenant and Landlord acknowledge that each of the foregoing criteria are reasonable as of the date of execution of this Lease. The foregoing criteria shall not exclude any other reasonable basis for Landlord to refuse its consent to such assignment or sublease. Any approved assignment or sublease shall be expressly subject to the terms and conditions of this Lease. Tenant shall provide to Landlord all information concerning the assignee or sublessee as Landlord may request.

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or subletting's). In the event that the rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefor or incident thereto) exceeds the rental payable under this

Lease, then Tenant shall be bound and obligated to pay Landlord as additional rent hereunder fifty percent (50%) of such excess rental and other excess consideration ("Profit") within 10 days following receipt of each month's Profit thereof by Tenant. Profit shall be further defined to take into consideration all of Tenant's costs in any assignment of subletting including but not limited to real estate commissions, legal fees, marketing costs, any improvement allowance or other economic concession (planning allowance, moving expenses, etc.), paid by Tenant to sublessee or assignee.

If this Lease be assigned or if the Premises be subleased (whether in whole or in part) or in the event of the mortgage, pledge, or hypothecation of Tenant's leasehold interest or grant of any concession or license within the Premises or if the Premises be occupied in whole or in part by anyone other than Tenant, then upon a default by Tenant hereunder Landlord may collect rent from the assignee, sublessee, mortgagee, pledgee, party to whom the leasehold interest was hypothecated, concessionee or licensee or other occupant and, except to the extent set forth in the preceding paragraph, apply the amount collected to the next rent payable hereunder; and all such rentals collected by Tenant shall be held in trust for Landlord and immediately forwarded to Landlord. No such transaction or collection of rent or application thereof by Landlord, however, shall be deemed a waiver of these provisions or a release of Tenant from the further performance by Tenant of its covenants, duties, or obligations hereunder.

**17. Indemnification.** Except for the negligence of Landlord, its agents, employees or contractors, and to the extent permitted by law, Tenant agrees to indemnify, defend and hold harmless Landlord, and Landlord's agents, employees and contractors, from and against any and all losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premise and arising from the use and occupancy of the Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or due to any other act or omission of Tenant, its subtenants, assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit Tenant's obligations.

**18. Inspection and Access.** Landlord and its agents, representatives, and contractors may enter the Premises with prior notice at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers and, during the last 4 months of the Lease Term, to prospective tenants. Landlord may erect or post a suitable sign on the Premises stating the Premises are available to let. Landlord may grant easements, make public dedications, designate common areas and create restrictions on or about the Premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of



the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

**19. Quiet Enjoyment.** If Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the Lease Term, have peaceful and quiet enjoyment of the Premises against any person claiming by, through or under Landlord.

**20. Surrender.** Upon termination of the Lease Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Premises to Landlord in the same condition as received, broom clean, ordinary wear and tear and casualty loss and condemnation. Any Trade Fixtures, Tenant-Made Alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against Landlord for any damages resulting from Landlord's retention and disposition of such property. All obligations of Tenant hereunder not fully performed as of the termination of the Lease Term shall survive the termination of the Lease Term, including without limitation, indemnity obligations, payment obligations with respect to Operating Expenses and obligations concerning the condition and repair of the Premises.

**21. Holding Over.** If Tenant retains possession of the Premises after the termination of the Lease Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Landlord at any time, and all of the other terms and provisions of this Lease (excluding any expansion or renewal option or other similar right or option) shall be applicable during such holdover period, except that Tenant shall pay Landlord from time to time, upon demand, as Base Rent for the holdover period, an amount equal to 150 percent the Base Rent in effect on the termination date, computed on a monthly basis for each month or part thereof during such holding over. All other payments shall continue under the terms of this Lease. In addition, Tenant shall be liable for all damages incurred by Landlord as a result of such holding over. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided shall not be construed as consent for Tenant to retain possession of the Premises. "Possession of the Premises" shall continue until, among other things, Tenant has delivered all keys to the Premises to Landlord, Landlord has complete and total dominion and control over the Premises, and Tenant has completely fulfilled all obligations required of it upon termination of the Lease as set forth in this Lease, including, without limitation, those concerning the condition and repair of the Premises.

## **22. Events of Default; Breach.**

a. Event of Default. Each of the following events shall be an event of default ("Event of Default") by Tenant under this Lease:

(1) Tenant shall fail to pay any installment of Base Rent or any other payment required herein when due, and such failure shall continue for a period of 30 business days from the date such payment was due.

(2) Tenant or any guarantor or surety of Tenant's obligations hereunder shall (A) make a general assignment for the benefit of creditors; (B) commence any case, proceeding or other action seeking to have an order for relief entered on its behalf as a debtor or to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or of any substantial part of its property (collectively a "proceeding for relief"); (C) become the subject of any proceeding for relief which is not dismissed within 60 days of its filing or entry; or (D) die or suffer a legal disability (if Tenant, guarantor, or surety is an individual) or be dissolved or otherwise fail to maintain its legal existence (if Tenant, guarantor or surety is a corporation, partnership or other entity).

(3) Any insurance required to be maintained by Tenant pursuant to this Lease shall be cancelled or terminated or shall expire or shall be reduced or materially changed, except, in each case, as permitted in this Lease.

(4) There shall occur any assignment, subleasing or other transfer of Tenant's interest in or with respect to this Lease except as otherwise permitted in this Lease.

(5) Tenant shall fail to discharge any lien placed upon the Premises in violation of this Lease within 30 days after Tenant's receipt of notice of any such lien or encumbrance is filed against the Premises.

(6) Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 22.

b. Breach. In the event that the Landlord determines that an Event of Default has occurred, the Landlord shall notify Tenant in writing of the nature of the Event of Default and of the corrective actions to be taken. If corrective action is not completed within ~~thirty fifteen (3015)~~ thirty (30) days thereafter, such failure of Tenant shall constitute a "Breach," and Landlord may pursue any remedies set forth in Paragraph ~~c23~~ c23. Landlord at its sole discretion may elect to give Tenant additional cure opportunities.

**23. Landlord's Remedies.** Upon a Breach by Tenant, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity not to exceed 90 days after tenant has vacated the Premises. Upon the termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other

action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

Except as otherwise provided in the next paragraph, if Tenant breaches this Lease and abandons the Premises prior to the end of the term hereof, or if Tenant's right to possession is terminated by Landlord because of an Event of Default by Tenant under this Lease, this Lease shall terminate. Upon such termination, Landlord may recover from Tenant the following, as provided in Section 1951.2 of the Civil Code of California: (i) the worth at the time of award of the unpaid Base Rent and other charges under this Lease that had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the reasonable value of the unpaid Base Rent and other charges under this Lease which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award by which the reasonable value of the unpaid Base Rent and other charges under this Lease for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom. As used herein, the following terms are defined: (a) the "worth at the time of award" of the amounts referred to in Sections (i) and (ii) is computed by allowing interest at the lesser of 10 percent per annum or the maximum lawful rate. The "worth at the time of award" of the amount referred to in Section (iii) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent; (b) the "time of award" as used in clauses (i), (ii), and (iii) above is the date on which judgment is entered by a court of competent jurisdiction; (c) The "reasonable value" of the amount referred to in clause (ii) above is computed by determining the mathematical product of (1) the "reasonable annual rental value" (as defined herein) and (2) the number of years, including fractional parts thereof, between the date of termination and the time of award. The "reasonable value" of the amount referred to in clause (iii) is computed by determining the mathematical product of (1) the annual Base Rent and other charges under this Lease and (2) the number of years including fractional parts thereof remaining in the balance of the term of this Lease after the time of award.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due. This remedy is intended to be the remedy described in California Civil Code Section 1951.4 and the following provision from such Civil Code Section is hereby repeated: "The Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent

as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations).” Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

Exercise by Landlord of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the Premises and/or a termination of this Lease by Landlord, whether by agreement or by operation of law, it being understood that such surrender and/or termination can be affected only by the written agreement of Landlord and Tenant. Any law, usage, or custom to the contrary notwithstanding, Landlord shall have the right at all times to enforce the provisions of this Lease in strict accordance with the terms hereof; and the failure of Landlord at any time to enforce its rights under this Lease strictly in accordance with same shall not be construed as having created a custom in any way or manner contrary to the specific terms, provisions, and covenants of this Lease or as having modified the same. Tenant and Landlord further agree that forbearance or waiver by Landlord to enforce its rights pursuant to this Lease or at law or in equity, shall not be a waiver of Landlord's right to enforce one or more of its rights in connection with any subsequent default. A receipt by Landlord of rent or other payment with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach, and no waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. To the greatest extent permitted by law, Tenant waives the service of notice of Landlord's intention to re-enter as provided for in any statute, or to institute legal proceedings to that end, and also waives all right of redemption in case Tenant shall be dispossessed by a judgment or by warrant of any court or judge. The terms “enter,” “re-enter,” “entry” or “re-entry,” as used in this Lease, are not restricted to their technical legal meanings. Any reletting of the Premises shall be on such terms and conditions as Landlord in its sole discretion may determine (including without limitation a term different than the remaining Lease Term, rental concessions, alterations and repair of the Premises, lease of less than the entire Premises to any tenant and leasing any or all other portions of the Premise before reletting the Premises). Landlord shall not be liable, nor shall Tenant's obligations hereunder be diminished because of, Landlord's failure to relet the Premises or collect rent due in respect of such reletting.

**24. Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 15 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 15 days, then after such period of time as is reasonably necessary). All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be binding upon Landlord only during the period

of its ownership of the Premises and not thereafter. The term "Landlord" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premises, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

**25. Waiver of Jury Trial.** TENANT AND LANDLORD WAIVE ANY RIGHT TO TRIAL BY JURY OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT, OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

**26. Subordination.** This Lease and Tenant's interest and rights hereunder are and shall be subject and subordinate at all times to the lien of any mortgage, now existing or hereafter created on or against the Premise or the Premises, and all amendments, restatements, renewals, modifications, consolidations, refinancing, assignments and extensions thereof, without the necessity of any further instrument or act on the part of Tenant. Tenant agrees, at the election of the holder of any such mortgage, to attorn to any such holder. Tenant agrees upon demand to execute, acknowledge and deliver such instruments, confirming such subordination and such instruments of attornment as shall be requested by any such holder. Notwithstanding the foregoing, any such holder may at any time subordinate its mortgage to this Lease, without Tenant's consent, by notice in writing to Tenant, and thereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates of execution, delivery or recording and in that event such holder shall have the same rights with respect to this Lease as though this Lease had been executed prior to the execution, delivery and recording of such mortgage and had been assigned to such holder. The term "mortgage" whenever used in this Lease shall be deemed to include deeds of trust, security assignments and any other encumbrances, and any reference to the "holder" of a mortgage shall be deemed to include the beneficiary under a deed of trust.

**27. Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted

claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 30-day period. Landlord may require tenant to provide to Landlord all documents to establish payment by Tenant for all work performed by third parties.

**28. Estoppel Certificates.** Tenant agrees, from time to time, within 10 days after request of Landlord, to execute and deliver to Landlord, or Landlord's designee, any estoppel certificate requested by Landlord, stating that this Lease is in full force and effect, the date to which rent has been paid, that Landlord is not in default hereunder (or specifying in detail the nature of Landlord's default), the termination date of this Lease and such other matters pertaining to this Lease as may be requested by Landlord. Tenant's obligation to furnish each estoppel certificate in a timely fashion is a material inducement for Landlord's execution of this Lease. No cure or grace period provided in this Lease shall apply to Tenant's obligations to timely deliver an estoppel certificate.

**29. Environmental Requirements.** Except for Hazardous Material contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premises by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's

“facility” and the “owner” of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, byproducts, or residues generated, resulting, or produced therefrom.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all losses (including, without limitation, diminution in value of the Premises and loss of rental income from the Premise), claims, demands, actions, suits, damages (including, without limitation, punitive damages), expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, actual attorneys' fees, consultant fees or expert fees and including, without limitation, removal or management of any asbestos brought into the property or disturbed in breach of the requirements, regardless of whether such removal or management is required by law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials for which Tenant is obligated to remediate as provided above or any other breach of the requirements by Tenant, its agents, employees, contractors, subtenants, assignees or invitees, regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant shall survive any termination of this Lease.

Landlord shall have access to, and a right to perform inspections and tests of, the Premises to determine Tenant's compliance with Environmental Requirements, its obligations, or the environmental condition of the Premises. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Landlord's expense, unless such inspections or tests reveal that Tenant has not complied with any Environmental Requirement, in which case Tenant shall reimburse Landlord for the reasonable cost of such inspection and tests. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant.

**30. Rules and Regulations.** Tenant shall, at all times during the Lease Term and any extension thereof, comply with all reasonable rules and regulations at any time or from time to time established by Landlord covering use of the Premises. The current rules and regulations are attached hereto. In the event of any conflict between said rules and regulations and other provisions of this Lease, the other terms and provisions of this Lease shall control. Landlord shall not have any liability or obligation for the breach of any rules or regulations by other tenants in the Premise.

**31. Security Service.** Tenant acknowledges and agrees that, while Landlord may patrol the Premises, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises or any other breach of security with respect to the Premises.

**32. Force Majeure.** Landlord shall not be held responsible for delays in the performance of its obligations hereunder when caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, delay in issuance of permits, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of Landlord (“Force Majeure”).

**33. Entire Agreement.** This Lease constitutes the complete agreement of Landlord and Tenant with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Landlord or Tenant, or anyone acting on behalf of Landlord or Tenant, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

**34. Severability.** If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

**35. Brokers.** Each party represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease.

**36. Miscellaneous.**

(a) Any payments or charges due from Tenant to Landlord hereunder shall be considered rent for all purposes of this Lease.

(b) If and when included within the term “Tenant,” as used in this instrument, there is more than one person, firm or corporation, each shall be jointly and severally liable for the obligations of Tenant.

(c) All notices required or permitted to be given under this Lease shall be in writing and shall be sent by certified mail, return receipt requested, or by hand-delivery addressed to the parties at their addresses below, and with a copy sent to Landlord at City of Oroville, Attn: City Administrator, 1735 Montgomery Street, Oroville, California, 95965. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery. Any issues regarding the safe use and operation of the facility as a result of a defect or damage to the facility



shall be reported immediately to the Landlord or Landlord's representative either in person or by telephone.

(d) Except as otherwise expressly provided in this Lease or as otherwise required by law, Landlord retains the absolute right to withhold any consent or approval.

(e) The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any exhibits or amendments hereto.

(f) The submission by Landlord to Tenant of this Lease shall have no binding force or effect, shall not constitute an option for the leasing of the Premises, nor confer any right or impose any obligations upon either party until execution of this Lease by both parties.

(g) Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The captions inserted in this Lease are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Lease, or any provision hereof, or in any way affect the interpretation of this Lease.

(h) Any amount not paid by Tenant within 5 days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or 10 percent per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease.

If applicable law is ever judicially interpreted so as to render usurious any interest called for under this Lease, or contracted for, charged, taken, reserved, or received with respect to this Lease, then it is Landlord's and Tenant's express intent that all excess amounts theretofore collected by Landlord be credited on the applicable obligation (or, if the obligation has been or would thereby be paid in full, refunded to Tenant), and the provisions of this Lease immediately shall be deemed reformed and the amounts thereafter collectible hereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder.

(i) Construction and interpretation of this Lease shall be governed by the laws of the state in which the Premise is located, excluding any principles of conflicts of laws.

(j) Time is of the essence as to the performance of Tenant's obligations under this Lease.

(k) All exhibits and addenda attached hereto are hereby incorporated into this Lease and made a part hereof. In the event of any conflict between such exhibits or addenda and the terms of this Lease, such exhibits or addenda shall control.

(l) In the event either party hereto initiates litigation to enforce the terms and provisions of this Lease, the non-prevailing party in such action shall reimburse the prevailing party for its reasonable attorney's fees, filing fees, and court costs.

(n) In the event the total square footage and/or the footprint of the Leased Premises is modified by Landlord for purposes of practicality in compliance with any state or federal law, including but not limited to the Americans with Disabilities Act, Tenant agrees to accept such modifications without compensation. In the event Tenant reasonably believes such modifications prevent Tenant's Use of the Premises Tenant's sole remedy is to meet and confer with Landlord to seek voluntary modification of the Lease.

**37. Landlord's Lien/Security Interest.** Tenant hereby grants Landlord a security interest, and this Lease constitutes a security agreement, within the meaning of and pursuant to the Uniform Commercial Code of the state in which the Premises are situated as to all of Tenant's property situated in, or upon, or used in connection with the Premises (except merchandise sold in the ordinary course of business) as security for all of Tenant's obligations hereunder, including, without limitation, the obligation to pay rent. Such encumbered includes specifically all trade and other fixtures for the purpose of this Paragraph and inventory, equipment, contract rights, accounts receivable and the proceeds thereof. In order to perfect such security interest, Tenant shall execute such financing statements and file the same at Tenant's expense at the state and county Uniform Commercial Code filing offices as often as Landlord in its discretion shall require; and Tenant hereby irrevocably appoints Landlord its agent for the purpose of executing and filing such financing statements on Tenant's behalf as Landlord shall deem necessary.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

**CITY OF OROVILLE**

**BUTTE COUNTY OFFICE OF EDUCATION**

By: \_\_\_\_\_  
Chuck Reynolds, Mayor

By: \_\_\_\_\_  
May Sakuma, Superintendent

**ATTEST**

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

Bill LaGrone, City Clerk

**APPROVED AS TO FORM**

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

Scott E. Huber, City Attorney



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS**

**FROM: RONNIE BELSER, DIRECTOR OF CODE ENFORCEMENT**

**RE: CITY REPRESENTATIVE TO SERVE AS THE ABANDONED VEHICLE ABATEMENT SERVICE AUTHORITY**

**DATE: MARCH 15, 2022**

### **SUMMARY**

The Council will consider appointing the Code Enforcement Director and the Code Enforcement Technicians to serve on the Abandoned Vehicle Abatement Service Authority.

### **DISCUSSION**

A Joint Powers Agreement between Butte County and the Cities of Chico, Gridley, Oroville and the Town of Paradise was created in accordance of the provisions of Section 22710 of the California Vehicle Code. The agreement provided a service authority for the abatement of abandoned vehicles, and allows for an assessment of \$1.00 per vehicle registration to off-set the costs associated with abandoned vehicles.

This is a continuation of the Abandoned Vehicle Abatement Service Authority of the County of Butte as approved on July 17, 2012 (Resolution No. 7956).

### **FISCAL IMPACT**

Continued revenue for the Code Enforcement Department due to the continuance of the Abandoned Vehicle Abatement Program and Ordinance.

### **RECOMMENDATIONS**

1. Adopt Resolution No. 9039 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ESTABLISHING A SERVICE AUTHORITY FOR AN ABANDONED VEHICLE ABATEMENT PROGRAM.
2. Appoint the Director of Code Enforcement and Code Enforcement Technicians as City representatives to serve on the Abandoned Vehicle Abatement Service Authority.

**ATTACHMENTS**

- A - Resolution 7956
- B – Resolution 9039

**CITY OF OROVILLE  
RESOLUTION NO. 7956**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ESTABLISHING A SERVICE  
AUTHORITY FOR AN ABANDONED VEHICLE ABATEMENT PROGRAM**

**WHEREAS**, Sections 9250.7 and 22710 of the California Vehicle Code provides for the establishment of a Service Authority for abandoned vehicle abatement if the City Council/Board of Supervisors of the County and a majority of the cities within the County having a majority of the population adopt resolutions for the establishment of the authority; and

**WHEREAS**, the City Council of the City of Oroville, California, finds that abandoned, inoperable, wrecked, dismantled vehicles or parts thereof pose a health and safety hazard and are found to be a public nuisance; and

**WHEREAS**, the City Council finds that an Abandoned Vehicle Abatement program is needed to provide for the proper removal and disposal of abandoned vehicles and assist law enforcement and code enforcement personnel in abatement of abandoned vehicle; and

**WHEREAS**, the Butte County Abandoned Vehicle Abatement Service authority will have the responsibility for implementing and abandoned vehicle removal program in Butte County.

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

**Section 1.** The City Council hereby requests that a Service Authority for abandoned vehicle abatement be established in Butte County pursuant to the provisions of Section 22710 of the California Vehicle Code.

**Section 2.** The City Council directs the members of each participating agency shall serve as the Service Authority for abandoned vehicle abatement in the County of Butte.

**Section 3.** The City Council approves the Vehicle Abatement Plan of the Abandoned Vehicle Abatement Service Authority of the County of Butte and the imposition of a one dollar (\$1.00) vehicle registration fee. The fee imposed by the Service Authority shall remain in effect only for a period of ten years from the inception of the date that the actual collection of the fees commences.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting on July 17, 2012 by the following vote:

- AYES: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier
- NOES: None
- ABSTAIN: None
- ABSENT: None

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

APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
G. Harold Duffey, City Clerk

**CITY OF OROVILLE  
RESOLUTION NO. 9039**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ESTABLISHING A SERVICE  
AUTHORITY FOR AN ABANDONED VEHICLE ABATEMENT PROGRAM**

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**Section 1.** The City Council hereby requests that a Service Authority for abandoned vehicle abatement be established in Butte County pursuant to the provisions of Section 22710 of the California Vehicle Code.

**Section 2.** The City Council directs the members of each participating agency shall serve as the Service Authority for abandoned vehicle abatement in the County of Butte.

**Section 3.** The City Council approves the Vehicle Abatement Plan of the Abandoned Vehicle Abatement Service Authority of the County of Butte and the imposition of a one-dollar (\$1.00) vehicle registration fee. The fee imposed by the Service Authority shall remain in effect only for a period of ten years from the inception of the date that the actual collection of the fees commences.

**PASSED AND ADOPTED** by the City Council of the City of Oroville at a regular meeting on March 15, 2022 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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Chuck Reynolds, Mayor



APPROVED AS TO FORM:

ATTEST:

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

\_\_\_\_\_  
Jackie Glover, Assistant City Clerk



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS**

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III**

**RE: HOUSING SUCCESSOR AGENCY ANNUAL REPORT**

**DATE: MARCH 15, 2022**

### SUMMARY

Receive and file the Housing Successor Agency Annual Report for Fiscal Year 2020-2021

### BACKGROUND OF HOUSING SUCCESSOR ANNUAL REPORT

The City of Oroville ("City") is the Housing Successor Agency to the former Oroville Redevelopment Agency ("Housing Successor"). Health and Safety Code ("HSC") Section 34176.1 (enacted by Senate Bill 341 and related legislation) requires the Housing Successor to prepare an annual report documenting compliance with expenditure proportionality and other requirements pertaining to its Low and Moderate Income Housing Asset Fund ("Housing Asset Fund"). The report is due to the California Department of Housing and Community Development ("HCD") by April 1st annually. The report also must be presented to City Council and posted on the City's website.

Housing Successor staff and consultants have prepared a Housing Successor Agency Annual Report for the Fiscal Year ("FY") ending June 30, 2021. This report is being presented to City Council to receive and file and will be submitted to HCD.

The following sections summarize the Housing Successor's finances and compliance with various requirements.

### HOUSING SUCCESSOR AGENCY ANNUAL REPORT SUMMARY

#### Low- and Moderate-Income Housing Asset Fund

The Housing Asset Fund includes all the assets that were transferred from the Oroville Redevelopment Agency ("Agency") to the Housing Successor upon dissolution of the former Agency. The assets included:

- Real properties,
- Personal property
- Low and Moderate Income Housing Fund encumbrances

- Loan/grants receivable, and
- Rents/operations (deferrals).

As of June 30, 2021, the Housing Asset Fund had a cash balance of \$3,106,731 and a total portfolio value of \$7,432,620. Most of the asset value is from loans receivable that are due to the Housing Successor.

The Housing Successor received \$951,996 in revenues throughout FY 2020-21, which includes interest income, leases, loan payments, and miscellaneous revenues. For FY 2020-21 the expenditures were primarily administrative costs equating to \$126,709 in total funds used.

#### Property Disposition

Upon the dissolution of redevelopment, the former Agency transferred 19 real properties and associated rental income to the Housing Successor. Since dissolution, 6 additional real properties were taken back by the Housing Successor because the loans defaulted and resulted in foreclosure.

#### Outstanding Inclusionary and Replacement Housing Obligations

At the time of its dissolution, the former Agency met its inclusionary and replacement housing requirements. Therefore, the Housing Successor is no longer subject to obligations related to inclusionary housing or replacement housing.

#### Income & Age Proportionality

If housing successors expend money on projects, State law requires at least 30% to be spent on extremely low income rental housing in a five-year period, among other restrictions. Additionally, State law also sets a 20% maximum on assisting 60-80% AMI units. State law also sets a limit of 50% on the portion of publicly assisted deed-restricted rental housing that may be restricted to seniors. During FY 2020-21, the Housing Successor did not spend any funds on projects and is therefore in compliance with meeting these requirements.

#### Excess Surplus

Senate Bill 341 reinstated a requirement to prevent housing successors from accumulating an excess surplus, which is generally defined as unencumbered cash that exceeds the greater of \$1 million or the aggregate amount deposited into the Housing Asset Fund in the preceding four years.

For FY 20-21, the Housing Asset Fund had a beginning cash balance of \$2,274,343. The sum of deposits in the prior four years is \$2,374,650. The amounts reported did not accumulate an excess surplus during FY 2020-21.

#### Homeownership Unit Inventory

State law requires the annual report to contain an inventory of any homeownership units assisted by the Housing Successor that require restrictions, covenants, or an adopted program that protects Housing Asset Fund monies. The Housing Successor oversees 123 homeownership units with affordability restrictions.

**FISCAL IMPACT:**

These are informational items with no fiscal impact.

**RECOMMENDATION:**

RECEIVE AND FILE THE HOUSING SUCCESSOR AGENCY ANNUAL REPORT FOR FISCAL YEAR ENDING 2021

**ATTACHMENTS:**

Attachment 1: Housing Successor Agency Annual Report for Fiscal Year 2020-21



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# **HOUSING SUCCESSOR ANNUAL REPORT**

## **City of Oroville Housing Successor**

### **Fiscal Year 2020-21**

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## INTRODUCTION

This Housing Successor Agency Annual Report (“Annual Report”) presents information on Fiscal Year (“FY”) 2020-21 expenditures and activities as required by Health and Safety Code (“HSC”) Section 34176.1(f), including but not limited to a housing successor’s compliance with certain expenditure activities over the year as well as a five- and ten-year planning period.

## HOUSING SUCCESSOR

The City of Oroville (“City”) is the Housing Successor Agency (“Housing Successor”) to the former Oroville Redevelopment Agency (“Agency”), which was dissolved with all other agencies statewide by the Legislature in 2012. At the time of dissolution, a housing successor was to be selected for transfer of, and to be responsible for, the remaining assets and liabilities of a former redevelopment agency. The Housing Successor is responsible for maintaining housing assets transferred from the former Agency. Its main goal is to provide affordable housing for City residents.

## SCOPE OF THIS HOUSING SUCCESSOR ANNUAL REPORT

This Annual Report is limited to the City’s activities as it relates to its role as a housing successor. This may include, but is not limited to, financial activities, property disposition, loan administration, monitoring of covenants, and affordable housing development. This Annual Report describes compliance with various annual, five-year, and ten-year housing expenditure and production requirements. FY 2020-21 is the second year of the current five-year compliance period for income proportionality, which began July 1, 2019, and ends June 30, 2024.

This Annual Report is due to the State of California (“State”) Department of Housing and Community Development (“HCD”) by April 1 annually and must be accompanied by an independent financial audit. The City’s audited financial statements will be posted on the City website when available. This report is an addendum to the Housing Element Annual Progress Report required by Government Code Section 65400, which is submitted to HCD by April 1 annually.

## ASSETS TRANSFERRED TO THE HOUSING SUCCESSOR

Upon the statewide dissolution of redevelopment in 2012, all rights, powers, committed assets, liabilities, duties, and obligations associated with the housing activities of the Agency were transferred to the Housing Successor. The Housing Successor prepared a Housing Asset Transfer (“HAT”) form that

provided an inventory of all housing assets transferred from the Agency to the Housing Successor. This included:

1. Real properties;
2. Personal property;
3. Low and Moderate Income Housing Fund (“LMIHF”) encumbrances;
4. Loans/Grants receivables; and
5. Deferrals.

All items on the HAT were approved by the California Department of Finance (“DOF”) on September 5, 2012.

It is important to distinguish that Housing Successor assets that were not transferred from the former Agency or generated by or purchased with assets from the former Agency, are not subject to HSC Section 34176.1. A copy of the HAT is provided as Appendix 1.

## BACKGROUND

This section summarizes the legal requirements for use of housing successor assets that are addressed in this Annual Report.

### LEGAL REQUIREMENTS PERTAINING TO HOUSING SUCCESSORS

In general, housing successors must comply with three major requirements pursuant to HSC Section 34176.1:

1. Expenditures and housing production are subject to income and age targets.
2. Housing successors may not accumulate an “excess surplus,” or a high unencumbered Housing Asset Fund balance based on certain thresholds.
3. Properties must be developed with affordable housing or sold within five to ten years of the DOF approving the HAT.



Appendix 2 provides a detailed summary of the reporting requirements that are addressed in this Annual Report.

## **PERMITTED USES OF HOUSING ASSET FUNDS**

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Pursuant to HSC Section 34176.1, former Agency assets and the revenues generated by those assets, are maintained in a Low- and Moderate-Income Housing Asset Fund (“Housing Asset Fund”).<sup>1</sup> The Housing Asset fund replaced the former Agency’s Low and Moderate Income Housing Fund. Housing Asset Funds may be spent on:

- **Administrative costs** for operation of the housing successor agency. The law allows a housing successor to spend the greater of:
  - \$200,000 per year adjusted annually for inflation, or
  - 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT (“Portfolio”), whichever is greater.

The \$200,000 per year adjusted for inflation in FY 2020-21 is \$223,400 according to HCD. The Housing Successor’s FY 2020-21 Portfolio value was \$7,689,766 of which 5% is \$384,488. The FY 2020-21 administrative cost limit is the higher figure of \$384,488.

- **Homeless prevention and rapid rehousing services** up to \$250,000 per year if the former redevelopment agency did not have any outstanding inclusionary housing or replacement housing production requirements as of 2012. The City is eligible for this expense because the former Agency had met its inclusionary housing and replacement housing production requirements upon dissolution.
- **Affordable housing development** assisting households up to 80 percent of the Area Median Income (“AMI”), subject to specific income and age targets over a five-year period.

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<sup>1</sup> The Housing Asset Fund replaced the former Agency’s Low and Moderate Income Housing Fund.

**Five-Year Income Proportionality on Development Expenditures:** Any Housing Asset Funds may be spent on development of affordable housing projects affordable to low, very low, and extremely low-income households. “Development” is defined as “new construction”, acquisition and rehabilitation, substantial rehabilitation as defined in HSC Section 33413, the acquisition of long-term affordability covenants on multifamily units as described in HSC Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within the expiration of rental restrictions is scheduled to occur within five years.”

Over each five-year compliance period, the current one beginning July 1, 2019, at least 30 percent of such development expenditures must assist extremely low-income households (30% of AMI), while no more than 20 percent may assist low-income households (between 60-80% of AMI). The balance of the funds may be used on very low-income households (defined as households earning between 30% and 60% of AMI).

The Housing Successor was in compliance with the first five-year compliance period which was January 1, 2014, through June 30, 2019. The second, and current, five-year compliance period is July 1, 2019, to June 30, 2024.

Note that housing successors must report expenditures by category each year, but compliance with income proportionality limits is measured every five years. For example, a housing successor could spend all its funds in a single year on households earning between 60-80% of AMI, if it was 20 percent or less of the total expenditures during the five-year compliance period.

Should a housing successor not spend at least 30% of its development expenditures for extremely low-income households, or exceeds the amount spent on low-income households, future expenditures are subject to greater restriction until these proportionality targets are met.

Specifically, if a housing successor is unable to spend at least 30% of its development expenditures on extremely low units, it is required to increase this spending to 50% until compliant with the 30% threshold; a housing successor that spends more than 20% of its development expenditures on low-income units cannot spend any further funds on low income developments until it is at or below the 20% threshold.

As such, tracking these expenditures and their progress over the corresponding five-year period is an important function of this Annual Report.

**Ten-Year Age Proportionality on Units Assisted:** If more than 50% of the total aggregate number of rental units produced by the city, housing successor, or former redevelopment agency during the past 10 years are restricted to seniors, the housing successor may not spend more Housing Asset Funds on senior rental housing.

It is important to stress that Housing Successor expenditure and production requirements are measured on different timeframes:

- **One-Year Limits:** Administrative Allowance and Homeless Prevention Allowance. Compliance evaluated annually and resets every year.
- **Five-Year Limit:** Expenditures by Income Level. Compliance evaluated over a fixed five-year period set by law, the current period being July 1, 2019, to June 30, 2024.
- **Ten-Year Limit:** Number of Senior Deed-Restricted Units Assisted. Compliance evaluated based on a rolling ten-year period that is different every year, the current period being FY 2011-12 to 2020-21.

Appendix 3 describes Housing Asset Fund expenditure requirements in more detail, including the types of costs eligible in each category.

## LIMITS ON THE ACCUMULATION OF HOUSING FUNDS (EXCESS SURPLUS)

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State law limits how much cash a housing successor may retain and, if it fails to commit and spend these dollars in a reasonable timeframe, ultimately penalizes the housing successor by requiring unspent funds to be transferred to HCD for use on State housing programs.

HSC Section 34176.1(d) establishes a limit, known as an “excess surplus” on the amount of unencumbered Housing Asset Funds based on the greater of the following:

- \$1,000,000, or
- The total amount of deposits made into the Housing Asset Fund over the preceding four years.

Only amounts in excess of this threshold are considered an excess surplus. Once an excess surplus is determined, a housing successor must account for these funds separately and encumber said monies within three years. If after the third year the excess surplus has not been fully encumbered, the remaining

balance of the excess surplus is to be transferred to HCD within 90 days. HCD is permitted to use these transferred excess surplus funds anywhere in the State under its Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

As part of the Annual Report, a housing successor must disclose any excess surplus and describe the housing successor's plan for eliminating this excess surplus.

## HOUSING ASSET FUND ACTIVITY

This section summarizes the Housing Asset Fund activities of the Housing Successor for FY 2020-21.

### DEPOSITS AND FUND BALANCE

The Housing Successor deposited \$951,996 into the Housing Asset Fund during FY 2020-21 from a variety of sources as shown in Table 1 below.

**Table 1: Housing Asset Fund Deposits, 2020-21**

<b>Balance Type</b>	<b>Amount</b>
Interest Revenue	\$ 10,742
Other Fees	410
Lease to Own Payments	8,053
Loan Fund Interest	82,801
Loan Principal Payments	567,074
Refund and Reimbursements	282,916
<b>Total</b>	<b>\$ 951,996</b>

*Source: City of Oroville, Fund 221 Revenue Report (06/30/21)*

### EXPENDITURES

The Housing Successor expended \$126,709 in FY 2020-21, all on administrative costs.

### ENDING CASH AND FUND BALANCE

The Housing Asset Fund balance as of June 30, 2021, was \$3,105,036, as summarized in Table 2 below.

**Table 2: Housing Asset Fund - Ending Balance as of June 30, 2021**

<b>Balance Type</b>	<b>Amount</b>
Cash	\$ 3,106,731
Interest Receivable	2,081
Loans Receivable	6,114,060
Real Property Inventory	1,318,560
Accounts Payable	(3,776)
Unearned Revenue- Real Property	(1,318,560)
Unearned Revenue	(6,114,060)
<b>Ending Balance</b>	<b>\$ 3,105,036</b>

Source: City of Oroville Fund 221 Audit Sheet (06/30/21)

## HOUSING SUCCESSOR PORTFOLIO

The Housing Successor Portfolio includes 12 properties and 59 loans receivable transferred from the former Agency. The Portfolio had a value of \$7,432,620 as of FY 2020-21, as detailed in Table 3 below.

**Table 3: Housing Successor Real Property and Loans Receivable Portfolio**

<b>Asset</b>	<b>Amount</b>
<b>Real Properties</b>	
Value of Real Properties	1,318,560
<i>Subtotal</i>	<i>\$1,318,560</i>
<b>Loans Receivable</b>	
Value of Loans Receivable	6,114,060
<i>Subtotal</i>	<i>\$6,114,060</i>
<b>Total Portfolio Value</b>	<b>\$7,432,620</b>

Source: City of Oroville Fund 221 Audit Sheet (06/30/21)

## REAL PROPERTY AND DISPOSITION STATUS

The Agency originally transferred 19 real properties to the City on the HAT form. Since then, an additional 6 real properties were taken back by the Housing Successor because the loans defaulted and resulted in foreclosure. Table 4 below describes each property and its current development or disposition status. As of FY 2020-21, thirteen properties have sold. The City will continue to evaluate each of the remaining twelve properties taking several factors into consideration, including whether it is more beneficial to

develop properties to provide housing, or to receive sales proceeds to spend on affordable housing activities within the expenditure limitations set by HSC Section 34176.1.

**Table 4: Properties Transferred from the Former Redevelopment Agency**

HAT Item No.	Address	Property Type	Statutory Value	Status / Desired Action
<b>REMAINING PROPERTIES</b>				
1	1130 Pomona Avenue	Vacant land	12,514	Transferring to VHDC
2	1550 & 1560 Veatch St.	Vacant land	3,048	Transferring to VHDC
5	3265 Glen Avenue	Single-family	110,318	Transferring to VHDC
8	33 Canyon Highlands APN 033-232-021	Single-family	71,814	In contract for LPP
17	(Oroville Dam Blvd) APN 033-232-001	Vacant land	-	Considering sale, development, or donation
18	(Oroville Dam Blvd & Highlands)	Vacant land	-	Considering sale, development, or donation
82	119 Morningstar	Single-family	-	Transferring to VHDC
97	3555 Argonaut Ave	Single-family	-	Transferring to VHDC
100	2420 Baldwin Ave	Single-family	-	Transferred to VHDC
101	2244 Mitchell Ave	Single-family	-	Pending Sale
102	1250 Robinson	Single-family	-	Pending Sale
<b>SOLD PROPERTIES</b>				
3	1729 Boynton Avenue	Single-family	101,299	Sold at appraised value 4/12/19
4	3054 Spencer Avenue	Single-family	76,523	Sold on 12/28/16
6	1289 Robinson Street	Single-family	-	Sold in FY 2018-19
7	770 Robinson St.	Single-family	64,313	Sold on 7/21/16
9	2712 Spencer Avenue	Single-family	95,000	Sold through LPP in FY 2018-19
10	3027 Florence Avenue	Single-family	-	Sold through LPP
11	115 Worthy Avenue	Single-family	-	Sold through LPP
12	218 Windward Way	Single-family	125,000	Sold through LPP
13	1800 Pine Street	Single-family	-	Sold through LPP
14	2178 Bridge St.	Single-family	-	Sold through LPP
15	2950 El Noble Ave.	Single-family	22,119	Sold through LPP
16	1930 Grant Ave.	Single-family	65,000	Sold through LPP
19	1511 Robinson St.	Vacant land	-	Sold to PEP housing to develop Orange Tree Senior Housing
98	3711 Ashley Ave	Single-family	-	Transferred to VHDC

## COMPLIANCE WITH EXPENDITURES & PRODUCTION LIMITS

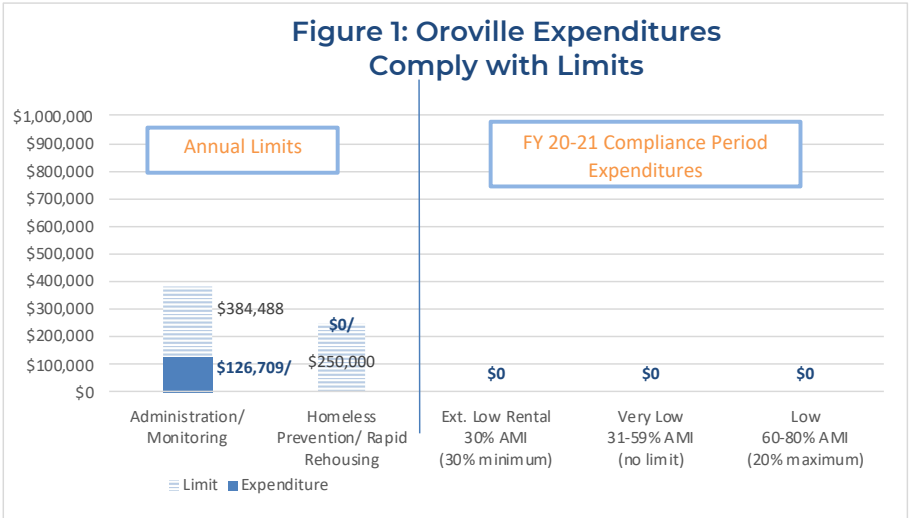
During FY 2020-21, the Housing Successor was in compliance with all annual and five- to ten-year planning period requirements as described in this section.

## PROPORTIONALITY REQUIREMENTS

The Housing Successor fully complied with the Housing Asset Fund spending restrictions during the previous five-year compliance period of January 1, 2014 through June 30, 2019. While last year’s report indicated that the Housing Successor had exceeded the 20% maximum of total expenditures on assisting 60%-80% AMI units, the expenditure amount was reported incorrectly. Rather than the reported cost of \$258,000, the actual amount in the low-income category was only \$163,000, which was less than 20% of expenditures in that period.

As summarized in Figure 1 below, the Housing Successor has also fully complied with all the Housing Asset Fund spending restrictions for the current reporting period:

- The Housing Successor expended \$126,709 on allowable administrative costs and was below the maximum limit amount of \$384,488. The annual limit is the greater of \$200,000 plus inflation or 5% of the Housing Successor Portfolio balance. As shown in Table 3 earlier, the Portfolio balance is \$7,689,766, of which 5% is \$384,488.
- Since no homeless prevention or rapid rehousing expenses were made in FY 2020-21, the Housing Successor was therefore in compliance with the \$250,000 spending restriction.
- For FY 2020-21 the Housing Successor did not spend any funds on affordable housing development costs, so it is in compliance regarding the five-year income proportionality targets.



The Housing Successor will ensure it meets all expenditure requirements going forward, throughout this five-year compliance period of July 1, 2019 through June 30, 2024 and future five-year compliance periods.

Failure to comply with the extremely low-income requirement in any five-year compliance period will result in the Housing Successor having to ensure that 50 percent of remaining funds be spent on extremely low income rental units until in compliance. Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in the Housing Successor not being able to expend any funds on this income category until in compliance.

## SENIOR RENTAL HOUSING LIMIT COMPLIANCE

The Housing Successor is compliant with the limit allowing no more than 50 percent of the total aggregate number of rental units produced within the preceding ten years to be restricted to seniors. The Housing Successor, City, and former Agency assisted 109 deed-restricted rental units in the last ten years, 52 of which are restricted to seniors, less than 50 percent. Table 5 details units assisted by project.

**Table 5: Deed Restricted Units Assisted in Last 10 years**

Property	Senior Units	%	Non-Senior Units	%	Total Units
Orange Tree Senior Apartments	50	100%	0	0%	50
Hillview Ridge Apartments II	0	0%	57	100%	57
Sierra Heights	2	100%	0	0%	2
<b>Total</b>	<b>52</b>	<b>48%</b>	<b>57</b>	<b>52%</b>	<b>109</b>

**Total Deed-Restricted Senior Units: 48%**

Source: City of Oroville

## EXCESS SURPLUS

The Housing Asset Fund may not accumulate an “excess surplus”, which is an unencumbered amount that exceeds the greater of \$1 million or the sum of deposits in the prior four fiscal years. This requirement ensures that housing successors are actively spending available Housing Asset Funds on affordable housing.

Table 6 shows that the Housing Successor has not accumulated an excess surplus amount during FY 2020-21. The Housing Successor had previously accrued an excess surplus amount of \$92,794 in the Housing Asset Fund in FY 2018-19. In effort to eliminate the excess surplus amount, the Housing



Successor spent \$239,671 in administrative costs, which is greater than the excess surplus, satisfying the requirement.

**Table 6: Excess Surplus FY 2020-21**

<b>Step 1: Determine Unencumbered Cash Balance From Financials</b>		
FY 20-21 Beginning Cash Balance	\$	2,274,343
Less: Encumbered Funds	\$	-
Unencumbered Amount		<b>\$ 2,274,343</b>
<b>Step 2: Determine Greater of \$1M or Last 4 Deposits</b>		
\$1 Million, or	\$	1,000,000
Last 4 years' deposits	\$	<u>2,374,650</u>
	<b>FY 2019-20</b>	\$ 880,377
	<b>FY 2018-19</b>	\$ 951,996
	<b>FY 2017-18</b>	\$ 346,297
	<b>FY 2016-17</b>	\$ 195,980
Result: Larger Number		<b>\$ 2,374,650</b>
<b>Step 3: Excess Surplus is Amount Step 1 Exceeds Step 2, if Any</b>		
(1) Unencumbered Amount	\$	2,274,343
(2) Less: Larger Number From Step 2	\$	2,374,650
<b>Excess Surplus</b>		<b>None</b>
<i>Source: City of Oroville</i>		

The City will continue monitoring its deposits and fund balance to avoid any future excess surplus. If the Housing Successor has an excess surplus, it must be expended or encumbered within three fiscal years. If the housing successor fails to comply, it must transfer any excess surplus to HCD within 90 days of the end of the third fiscal year.

## OTHER INFORMATION

### TRANSFERS TO OTHER HOUSING SUCCESSORS

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There were no transfers to another housing successor entity for a joint project pursuant to HSC Section 34176.1(c)(2).

### HOMEOWNERSHIP UNIT INVENTORY

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Homeownership units assisted by the Housing Successor that require restrictions, covenants, or an adopted program that protects Housing Asset Fund monies can be seen in Appendix 4.

## APPENDIX 1 – HOUSING ASSET TRANSFER FORM

The HAT form is attached as a separate document.

## APPENDIX 2 - HOUSING SUCCESSOR ANNUAL REPORT REQUIREMENTS

### Health and Safety Code Section 34176.1(f)

<b>Housing Asset Fund Revenues &amp; Expenditures</b>	<p>Total amount deposited in the Housing Asset Fund for the fiscal year.</p> <p>Amount of deposits funded by a Recognized Obligation Payment Schedule (“ROPS”).</p> <p>Statement of balance at the close of the fiscal year.</p> <p>Description of Expenditures for the fiscal year, broken out as follows:</p> <ul style="list-style-type: none"> <li>• Homeless prevention and rapid rehousing</li> <li>• Administrative and monitoring</li> <li>• Housing development expenses by income level assisted</li> </ul> <p>Description of any transfers to another housing successor for a joint project.</p>
<b>Other Assets and Active Projects</b>	<p>Description of any project(s) funded through the ROPS.</p> <p>Update on property disposition efforts (note that housing successors may only hold property for up to five years, unless it is already developed with affordable housing).</p> <p>Other “portfolio” balances, including:</p> <ul style="list-style-type: none"> <li>• Statutory value of any real property either transferred from the former Agency or purchased by the Housing Asset Fund</li> <li>• Value of loans and grants receivable</li> </ul> <p>Inventory of homeownership units assisted by the former Agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency’s investment of monies from the Low and Moderate Income Housing Fund.</p>
<b>Obligations &amp; Proportionality</b>	<p>Description of any outstanding production obligations of the former Agency that were inherited by the Housing Successor.</p> <p>Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle.</p> <p>Percentage of deed-restricted rental housing restricted to seniors and assisted by the former Agency, the Housing Successor, or the City within the past ten years compared to the total number of units assisted by any of those three agencies.</p> <p>Amount of any excess surplus, and, if any, the plan for eliminating it.</p>

## APPENDIX 3 – HOUSING ASSET FUND EXPENDITURE REQUIREMENTS

### Health and Safety Code Section 34176.1

Expense Category	Limits	Allowable Uses
<b>Administration and Compliance Monitoring</b>  <i>Annual Limit</i>	<b>\$384,488 maximum</b> for FY 2020-21 (limit varies each year)	Administrative activities such as: <ul style="list-style-type: none"> <li>Professional services (consultant fees, auditor fees, etc.)</li> <li>Staff salaries, benefits, and overhead for time spent on Housing Successor administration</li> <li>Compliance monitoring to ensure compliance with affordable housing and loan agreements</li> <li>Property maintenance at Housing Successor-owned properties</li> </ul> <p>Capped at \$200,000 adjusted annually for inflation or 5% of the statutory value of real property owned by the housing successor and the value of loans and grants receivable from the HAT (“Portfolio”), whichever is greater.</p>
<b>Homeless Prevention and Rapid Rehousing Solutions</b>  <i>Annual Limit</i>	<b>\$250,000 maximum</b> per fiscal year	<ul style="list-style-type: none"> <li>Services for individuals and families who are homeless or would be homeless but for this assistance, including:</li> <li>Contributions toward the construction of local or regional homeless shelters</li> <li>Housing relocation and stabilization services including housing search, mediation, or outreach to property owners</li> <li>Short-term or medium-term rental assistance</li> <li>Security or utility deposits</li> <li>Utility payments</li> <li>Moving cost assistance</li> <li>Credit repair</li> <li>Case management</li> <li>Other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.</li> </ul>
<b>Affordable Housing Development</b>	No spending limit, but must comply with income and age targets	“Development” includes: <ul style="list-style-type: none"> <li>New construction</li> <li>Acquisition and rehabilitation</li> <li>Substantial rehabilitation</li> <li>Acquisition of long-term affordability covenants on multifamily units</li> <li>Preservation of at-risk units whose affordable rent restrictions would otherwise expire over the next five years</li> </ul>

Health and Safety Code Section 34176.1		
Expense Category	Limits	Allowable Uses
	<p><b>Income Targets</b></p> <p><i>Fixed Five-Year Compliance Period</i></p> <p><i>(FY 2019-20 to 2023-24)</i></p>	<p>Every five years (currently FYs 2020-2024), Housing Asset Funds must meet income targets:</p> <ul style="list-style-type: none"> <li>• At least 30% on extremely low income rental households (up to 30% AMI or “Area Median Income”)</li> <li>• No more than 20% on low income households (60-80% AMI)</li> </ul> <p>Moderate and above moderate income households may not be assisted (above 80% AMI).</p> <p>Failure to comply with the extremely low income requirement in any five-year compliance period will result in having to ensure that 50 percent of remaining funds be spent on extremely low income rental units until in compliance.</p> <p>Exceeding the expenditure limit for low households earning between 60-80% AMI in any five-year reporting period will result in not being able to expend any funds on these income categories until in compliance.</p>
	<p><b>Age Targets</b></p> <p><i>Rolling Ten-Year Period</i></p>	<p>For the prior ten years (resets every year), a maximum of 50% of deed-restricted rental housing units assisted by the Housing Successor or its host jurisdiction may be restricted to seniors. If a housing successor fails to comply, Housing Asset Funds may not be spent on deed-restricted rental housing restricted to seniors until in compliance.</p>

## APPENDIX 4 – HOMEOWNERSHIP UNIT INVENTORY

Homeownership Unit Inventory			
Program	Address	Restriction Start Date	Restriction End Date
First Time Home Buyer Program	10 Ruxton	12/30/2008	12/29/2028
First Time Home Buyer Program	Various	11/22/2008	11/21/2038
First Time Home Buyer Program	Various	11/23/2008	11/22/2038
First Time Home Buyer Program	Various	11/24/2008	11/23/2038
In-Fill Construction FTHB	Gray Street	11/25/2008	11/24/2038
In-Fill Construction FTHB	Florence Ave.	11/26/2008	11/25/2038
In-Fill Construction FTHB	Pine St	11/27/2008	11/26/2038
Landscape Improvement Program	Various	11/28/2008	11/27/2038
Landscape Improvement Program	Various	11/29/2008	11/28/2038
Landscape Improvement Program	Various	11/30/2008	11/29/2038
Landscape Improvement Program	Various	12/1/2008	11/30/2038
Landscape Improvement Program	Various	12/2/2008	12/1/2038
Landscape Improvement Program	Various	12/3/2008	12/2/2038
Landscape Improvement Program	Various	12/4/2008	12/3/2038
Landscape Improvement Program	Various	12/5/2008	12/4/2038
Landscape Improvement Program	Various	12/6/2008	12/5/2038
Landscape Improvement Program	Various	12/7/2008	12/6/2038
Landscape Improvement Program	Various	12/8/2008	12/7/2038
Landscape Improvement Program	Various	12/9/2008	12/8/2038
Landscape Improvement Program	Various	12/10/2008	12/9/2038
Landscape Improvement Program	Various	12/11/2008	12/10/2038
Landscape Improvement Program	Various	12/12/2008	12/11/2038
Landscape Improvement Program	Various	12/13/2008	12/12/2038
Landscape Improvement Program	Various	12/14/2008	12/13/2038
Landscape Improvement Program	Various	12/15/2008	12/14/2038
Landscape Improvement Program	Various	12/16/2008	12/15/2038
Landscape Improvement Program	Various	12/17/2008	12/16/2038
RDA Housing Rehabilitation Program	Grand View Dr., Boyton Ave., Bird St.	12/18/2008	12/17/2038
First Time Home Buyer Program	Various	12/19/2008	12/18/2038
First Time Home Buyer Program	Various	12/20/2008	12/19/2038
First Time Home Buyer Program	Various	12/21/2008	12/20/2038
First Time Home Buyer Program	Various	12/22/2008	12/21/2038
First Time Home Buyer Program	Various	12/23/2008	12/22/2038
First Time Home Buyer Program	Various	12/24/2008	12/23/2038

First Time Home Buyer Program	Various	12/25/2008	12/24/2038
First Time Home Buyer Program	Various	12/26/2008	12/25/2038
First Time Home Buyer Program	Various	12/27/2008	12/26/2038
First Time Home Buyer Program	Various	12/28/2008	12/27/2038
First Time Home Buyer Program	Various	12/29/2008	12/28/2038
In-Fill Construction FTHB	Various	12/30/2008	12/29/2038
In-Fill Construction FTHB	Various	12/31/2008	12/30/2038
In-Fill Construction FTHB	Various	1/1/2009	12/31/2038
Landscape Improvement Program	Various	1/2/2009	1/1/2039
Landscape Improvement Program	Various	1/3/2009	1/2/2039
Landscape Improvement Program	Various	1/4/2009	1/3/2039
Landscape Improvement Program	Various	1/5/2009	1/4/2039
Landscape Improvement Program	Various	1/6/2009	1/5/2039
Landscape Improvement Program	Various	1/7/2009	1/6/2039
Landscape Improvement Program	Various	1/8/2009	1/7/2039
Landscape Improvement Program	Various	1/9/2009	1/8/2039
Landscape Improvement Program	Various	1/10/2009	1/9/2039
Landscape Improvement Program	Various	1/11/2009	1/10/2039
Landscape Improvement Program	Various	1/12/2009	1/11/2039
Landscape Improvement Program	Various	1/13/2009	1/12/2039
Landscape Improvement Program	Various	1/14/2009	1/13/2039
Landscape Improvement Program	Various	1/15/2009	1/14/2039
Landscape Improvement Program	Various	1/16/2009	1/15/2039
Landscape Improvement Program	Various	1/17/2009	1/16/2039
Landscape Improvement Program	Various	1/18/2009	1/17/2039
Landscape Improvement Program	Various	1/19/2009	1/18/2039
Landscape Improvement Program	Various	1/20/2009	1/19/2039
Landscape Improvement Program	Various	1/21/2009	1/20/2039
RDA Housing Rehabilitation Program	Grand View Dr	1/22/2009	1/21/2039
RDA Housing Rehabilitation Program	Boyton Ave.	1/23/2009	1/22/2039
RDA Housing Rehabilitation Program	Bird St	1/24/2009	1/23/2039
RDA Housing Rehabilitation Program	Various	1/25/2009	1/24/2039
RDA Housing Rehabilitation Program	Various	1/26/2009	1/25/2039
RDA Housing Rehabilitation Program	Various	1/27/2009	1/26/2039
RDA Housing Rehabilitation Program	Various	1/28/2009	1/27/2039
First Time Home Buyer Program	Various	1/29/2009	1/28/2039
First Time Home Buyer Program	Various	1/30/2009	1/29/2039
First Time Home Buyer Program	Various	1/31/2009	1/30/2039
First Time Home Buyer Program	Various	2/1/2009	1/31/2039
First Time Home Buyer Program	Various	2/2/2009	2/1/2039
First Time Home Buyer Program	Various	2/3/2009	2/2/2039
First Time Home Buyer Program	Various	2/4/2009	2/3/2039



First Time Home Buyer Program	Various	2/5/2009	2/4/2039
First Time Home Buyer Program	Various	2/6/2009	2/5/2039
First Time Home Buyer Program	Various	2/7/2009	2/6/2039
First Time Home Buyer Program	Various	2/8/2009	2/7/2039
First Time Home Buyer Program	Various	2/9/2009	2/8/2039
First Time Home Buyer Program	Various	2/10/2009	2/9/2039
First Time Home Buyer Program	Various	2/11/2009	2/10/2039
First Time Home Buyer Program	Various	2/12/2009	2/11/2039
First Time Home Buyer Program	Various	2/13/2009	2/12/2039
First Time Home Buyer Program	Various	2/14/2009	2/13/2039
First Time Home Buyer Program	Various	2/15/2009	2/14/2039
First Time Home Buyer Program	Various	2/16/2009	2/15/2039
First Time Home Buyer Program	Various	2/17/2009	2/16/2039
First Time Home Buyer Program	Various	2/18/2009	2/17/2039
CALHOME Fund Rehabilitation Program	Various		2/18/2039
CALHOME Fund Rehabilitation Program	Various		2/19/2039
CALHOME Fund Rehabilitation Program	Various		2/20/2039
First Time Home Buyer Program	1 Bremer	1/1/2007	1/1/2057
Housing Rehabilitation Project	Various	10/23/2008	10/22/2058
Housing Rehabilitation Project	Various	10/24/2008	10/23/2058
Housing Rehabilitation Project	Various	10/25/2008	10/24/2058
Housing Rehabilitation Project	Various	10/26/2008	10/25/2058
Housing Rehabilitation Project	Various	10/27/2008	10/26/2058
Housing Rehabilitation Project	Various	10/28/2008	10/27/2058
Housing Rehabilitation Project	Various	10/29/2008	10/28/2058
Housing Rehabilitation Project	Various	10/30/2008	10/29/2058
Housing Rehabilitation Project	Various	10/31/2008	10/30/2058
Housing Rehabilitation Project	Various	11/1/2008	10/31/2058
Housing Rehabilitation Project	Various	11/2/2008	11/1/2058
Housing Rehabilitation Project	Various	11/3/2008	11/2/2058
Housing Rehabilitation Project	Various	11/4/2008	11/3/2058
Housing Rehabilitation Project	Various	11/5/2008	11/4/2058
City Housing Construction	Various	11/6/2008	11/5/2058
City Housing Construction	Various	11/7/2008	11/6/2058
City Housing Construction	Various	11/8/2008	11/7/2058
City Housing Construction	Various	11/9/2008	11/8/2058
City Housing Construction	Various	11/10/2008	11/9/2058
City Housing Construction	Various	11/11/2008	11/10/2058
City Housing Construction	Various	11/12/2008	11/11/2058
City Housing Construction	Various	11/13/2008	11/12/2058
First Time Home Buyer Program	Various	11/14/2008	11/13/2058
First Time Home Buyer Program	Various	11/15/2008	11/14/2058

First Time Home Buyer Program	Various	11/16/2008	11/15/2058
First Time Home Buyer Program	Various	11/17/2008	11/16/2058
First Time Home Buyer Program	Various	11/18/2008	11/17/2058
First Time Home Buyer Program	Various	11/19/2008	11/18/2058
First Time Home Buyer Program	Various	11/20/2008	11/19/2058
First Time Home Buyer Program	Various	11/21/2008	11/20/2058

*Note: Does not include units assisted prior to 2003-04*

**DEPARTMENT OF FINANCE  
OROVILLE HOUSING ASSETS LIST ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484  
(Health and Safety Code Section 34176)**

Former Redevelopment Agency: Oroville Redevelopment Agency

Successor Agency to the Former Redevelopment Agency: City of Oroville

Entity Assuming the Housing Functions of the former Redevelopment Agency: City of Oroville

Entity Assuming the Housing Functions Contact Name: Bill LaGrone Title City Administrator Phone (530) 538-2235 E-Mail Address blagrone@oropd.org

Entity Assuming the Housing Functions Contact Name: \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_ E-Mail Address \_\_\_\_\_

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.

The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property

Exhibit B- Personal Property

Exhibit C - Low-Mod Encumbrances Exhibit D - Loans/Grants Receivables Exhibit E - Rents/Operations

Exhibit F- Rents

Exhibit G - Deferrals

Prepared By: **Amy Bergstrand**

X
X
X
X
X

Exhibit A - Real Property

City of Oroville

Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Description	Type of Asset (a)	Legal Title and Description	Carrying Value of Asset (b)	Total square footage	Square footage reserved for low-mod housing	Is the property encumbered by a low-mod housing covenant? (c)	Source of low-mod housing covenant (d)	Date of transfer to Housing Successor Agency (e)	Construction or acquisition cost funded with Low-Mod Housing Fund monies (f)	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1	Transferring to Veteran's Development Corp for affordable Housing. City	Land Held for Development for Low-Mod Housing	1130 Pomona Avenue	\$20,000	N/A	N/A	N/A	N/A	02/01/12	See footnote /f	N/A	N/A	04/06/04	Ownership
2	Transferring to Veteran's Development Corp for affordable	Land Held for Development for Low-Mod Housing	1550 & 1560 Veatch St.	\$87,037	N/A	N/A	N/A	N/A	02/01/12	See footnote /f	N/A	N/A	02/18/05	Ownership
5	Transferring to Veteran's Development Corp for affordable Housing. City Council approval 11/19/19. Appraised	Low-Mod Housing	3265 Glen Avenue	\$105,000	1,544	1,544	no	N/A	02/01/12	See footnote /f	N/A	N/A	08/15/08	Ownership
8	In LPP contract. I hope to have that sale finalized in	Low-Mod Housing	33 Canyon Highlands	\$110,000	912	912	no	N/A	02/01/12	See footnote /f	N/A	N/A	04/12/10	Ownership
9		Low-Mod Housing	2712 Spencer Avenue	\$95,000	1,144	1,144	yes	Lease/Purchase	02/01/12	See footnote /f	N/A	N/A	10/08/03	Ownership
11		Low-Mod Housing	115 Worthy Avenue	\$122,000	1,057	1,057	yes	Lease/Purchase	02/01/12	See footnote /f	N/A	N/A	04/17/08	Ownership
12		Low-Mod Housing	218 Windward Way	\$125,000	1,144	1,144	yes	Lease/Purchase	02/01/12	See footnote /f	N/A	N/A	01/25/08	Ownership
15		Low-Mod Housing	2950 El Noble Ave.	\$90,000	960	960	yes	Lease/Purchase	02/01/12	See footnote /f	N/A	N/A	09/28/04	Ownership
17		Land Held for Development for Low-Mod	033-232-021	\$23,500	N/A	N/A	N/A	N/A	02/01/12	See footnote /f	N/A	N/A	05/25/06	Ownership
18		Land Held for Development for Low-Mod	033-232-001	\$23,500	N/A	N/A	N/A	N/A	02/01/12	See footnote /f	N/A	N/A	05/25/06	Ownership

19	Orange Tree Senior Apartments (City holds a Note)	Land Held for Development for Low-Mod Housing	1511 Robinson St.	unknown	N/A	N/A		N/A	N/A	02/01/12	See footnote /f	N/A	N/A	02/18/05	Ownership
20		Low-Mod Housing	719 High Street	unknown	1,214	N/A		Yes	Lease/Purchase	02/01/12	See footnote /f	N/A	N/A	05/16/12	Restricted Covenant
21	repaid 1/28/2021	Low-Mod Housing	194 Canyon Highlands	unknown	1,737	N/A		Yes	Lease/Purchase	02/01/12	See footnote /f	N/A	N/A	10/25/2011	Restricted Covenant
22		Low-Mod Housing	3462 Argonaut Ave.	unknown	1,029	N/A		Yes	Lease/Purchase	02/01/12	See footnote /f	N/A	N/A	9/28/2011	Restricted Covenant
23		Low-Mod Housing	244 Grand	unknown	996	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
24		Low-Mod Housing	2966 Florence	unknown	1,046	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
28		Low-Mod Housing	22 Butte Woods	unknown		N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
29	repaid 1/21/2021	Low-Mod Housing	3630 Argonaut	unknown	1,272	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
30		Low-Mod Housing	134 Nelson Ave.	unknown		N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
31		Low-Mod Housing	3495 Argonaut	unknown	912	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
35		Low-Mod Housing	127 Flying Cloud	unknown	1,175	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
37		Low-Mod Housing	2170 Mitchell	unknown	788	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
38		Low-Mod Housing	1217 Bird St.	unknown	1,053	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
40		Low-Mod Housing	2955 Orange	unknown	1,215	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
41		Low-Mod Housing	2 La Crescenta	unknown	1,125	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
43		Low-Mod Housing	2236 Del Oro	unknown	774	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
44		Low-Mod Housing	2078 Campbell	unknown	900	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
45		Low-Mod Housing	35 La Crescenta	unknown	1,085	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
46		Low-Mod Housing	757 Gardella	unknown	1,152	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
47		Low-Mod Housing	3344 Argonaut	unknown	900	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
52		Low-Mod Housing	58 La Crescenta	unknown	1,270	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
53		Low-Mod Housing	941 18th St.	unknown	1,675	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
54	Repaid 3/23/2021	Low-Mod Housing	57 Jasmine Ct.	unknown	1,138	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
55		Low-Mod Housing	34 Acacia Ave.	unknown	1,137	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
56	Foreclosed 2013	Low-Mod Housing	90 Plata Ct.	unknown	1,402	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
58		Low-Mod Housing	2132 Wvandotte	unknown	1,204	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
59		Low-Mod Housing	1949 Spencer	unknown	1,438	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
61		Low-Mod Housing	1015 Robinson	unknown	1,928	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
64		Low-Mod Housing	1776 Boynton	unknown	2,374	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
65		Low-Mod Housing	2940 Grand View	unknown	1,260	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
72	repaid 1/26/2021	Low-Mod Housing	2455 Nevada	unknown	1,324	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
73		Low-Mod Housing	1715/1765 High	unknown	unknow	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
74		Low-Mod Housing	11 Acacia Ave.	unknown	1,307	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
75		Low-Mod Housing	1900 Veatch St.	unknown	1,144	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
76		Low-Mod Housing	2991 Lower	unknown	1,040	N/A		Yes	N/A	02/01/12	See footnote /f	N/A	N/A	Prior 08/01/10	Restricted
77		Low-Mod Housing	41 Coarse Gold Rd.	unknown		N/A	Yes	N/A			N/A	N/A		Prior 08/01/10	
78		Low-Mod Housing	1218 Bird St.	unknown		N/A	Yes	N/A			N/A	N/A		Prior 08/01/10	
81		Low-Mod Housing	1255 Washington Ave.			N/A	Yes	N/A			N/A	N/A		Prior 08/01/10	
83		Low-Mod Housing	1640 Hammon Ave.	unknown		N/A	Yes	N/A			N/A	N/A		Prior 08/01/10	
86		Low-Mod Housing	2701 Spencer Ave.	unknown		N/A	Yes	N/A			N/A	N/A		Prior 08/01/10	
89		Low-Mod Housing	650 High St.	unknown		N/A	Yes	N/A			N/A	N/A		Prior 08/01/10	
91	repaid 02/16/2014	Low-Mod Housing	1044 Pomona Ave.	unknown		N/A	Yes	N/A			N/A	N/A		Prior 08/01/10	
92	repaid 4/06/2021	Low-Mod Housing	30 Acacia Ave.	unknown		N/A	Yes	N/A			N/A	N/A		Prior 08/01/10	
94		Low-Mod Housing	27 Acacia Ave.	unknown		N/A	Yes	N/A			N/A	N/A		Prior 08/01/10	
96	repaid 03/02/2021	Low-Mod Housing	2056 Spencer	unknown											
97	Foreclosure 2018	Low-Mod Housing	3555 Argonaut	unknown											

98	transferred to VHDC on 12/16/2020 for veteran affordable	Low-Mod Housing	3711 Ashley Ave	unknown	1,199									
99		Low-Mod Housing	711 Montgomery	unknown	N/A									
100	transferred to VHDC on 10/2021 for veteran affordable	Low-Mod Housing	2420 Baldwin Ave	unknown	758									
101	Sold 9/22/2021 for \$130,000 Market rate	Low-Mod Housing	2244 Mitchell Ave.	unknown	810									
102	Sold 09/15/2021 for \$165,000 Market	Low-Mod Housing	1250 Robinson St.	unknown	1,710									

f/ Due to staffing constraints and the short window of time for preparation of this form upon release of the format by DOF, additional time is necessary to confirm construction/acquisition costs funded with Low-Mod Housing Fund monies.

**Exhibit B - Personal Property**

**City of Oroville**

**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with	Acquisition costs funded with non-RDA	Date of acquisition by the former RDA
1	Vehicle	2012 Ford Flex	\$7,500	04/30/12	\$28,475	N/A	N/A	7/19/11
2								

a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through

**Exhibit C - Low-Mod Encumbrances**

**City of Oroville**

**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

Item #	Type of housing built or acquired with enforceably obligated funds a/	Date contract for Enforceable Obligation was executed	Contractual counterpart	Total amount currently owed for the	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund	Construction or acquisition costs funded with	Construction or acquisition costs funded with non-RDA funds	Date of construction or
1	no updates										
2											
3											

a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D - Loans/Grants Receivables  
City of Oroville

Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes	Repayment date, if the funds are for a loan	Interest rate of loan a/	Current outstanding loan balance
1	Loan	\$80,000	5/16/2012	Please contact Successor Agency staff for information about individuals	First Time Homebuyer	Yes	05/16/42	3.90%	\$80,000
2	Loan #683	\$165,000	10/25/2011	Please contact Successor Agency	First Time Homebuyer	Yes	10/25/41	4.18%	\$0
3	Loan #677	\$99,000	9/28/2011	Please contact Successor Agency	First Time Homebuyer	Yes	09/28/41	4.42%	\$80,575
4	Loan #1	\$30,100	Prior to 08/01/10	Please contact Successor Agency	Rehabilitation	Yes	unknown	3%	\$13,606
5	Loan #33	\$30,250	Prior to 08/01/10	Please contact Successor Agency	First Time Homebuyer	Yes	unknown		\$14,847
22	Loan #537	\$50,000	Prior to 08/01/10	Please contact Successor Agency	First Time Homebuyer	Yes	unknown	Equity Share	\$49,015
23	Loan #172	\$21,000	Prior to 08/01/10	Please contact Successor Agency	Rehabilitation	Yes	07/01/33	5%	\$0
24	Loan #209	\$7,500	Prior to 08/01/10	Please contact Successor Agency	First Time Homebuyer	Yes	08/01/34	5%	\$13,866
25	Loan #306	\$25,000	Prior to 08/01/10	Please contact Successor Agency	First Time Homebuyer	Yes	12/29/24	5%	\$45,640
29	Loan #400	\$50,000	Prior to 08/01/10	Please contact Successor Agency	First Time Homebuyer	Yes	05/03/36	Equity Share	\$87,925
31	Loan #404	\$50,000	Prior to 08/01/10	Please contact Successor Agency	First Time Homebuyer	Yes	06/05/36	Equity Share	\$0
32	Loan #410	\$25,000	Prior to 08/01/10	Please contact Successor Agency	First Time Homebuyer	Yes	03/15/35	5%	\$45,380
34	Loan #445	\$50,000	Prior to 08/01/10	Please contact Successor Agency	First Time Homebuyer	Yes	09/29/36	Equity Share	\$67,521
36	Loan #448 08/01/10	\$50,000	Prior to		Yes	10/02/36			\$50,000
37	Loan #454 08/01/10	\$10,000	Prior to		Yes	07/18/35			\$78,005

repaid 1/28/2021

repaid 06/21/2021

repaid 2021

38	Loan #464 08/01/10	\$50,000	Prior to	Yes	12/12/36	\$86,397
39	Loan #474 08/01/10	\$50,000	Prior to	Yes	01/19/37	\$86,137
40	Loan #477 08/01/10	\$50,000	Prior to	Yes	02/15/37	\$50,000
41	Loan #488 08/01/10	\$50,000	Prior to	Yes	04/01/37	\$49,944
42	Loan #503 08/01/10	\$50,000	Prior to	Yes	06/01/37	\$50,000
46	Loan #527 08/01/10	\$50,000	Prior to	Yes	11/01/37	\$50,000
47	Loan #528 08/01/10	\$50,000	Prior to	Yes	11/01/37	\$50,000
48	Loan #531 08/01/10	\$50,000	Prior to	Yes	12/01/37	\$50,000
49	Loan #534 08/01/10	\$50,000	Prior to	Yes	02/06/38	\$50,000
52	Loan #551 08/01/10	\$50,000	Prior to	Yes	04/01/38	\$50,000
53	Loan #557 08/01/10	\$50,000	Prior to	Yes	08/01/38	\$50,000
54	Loan #625 08/01/10	\$25,000	Prior to	Yes	07/01/40	\$36,356
55	Loan #635 08/01/10	\$25,000	Prior to	Yes	08/01/40	\$25,000
57	Loan #18 08/01/10	\$30,000	Prior to	Yes	08/01/14	\$37,294
58	Loan #99 08/01/10	\$21,000	Prior to	Yes	04/12/16	\$34,378
60	Loan #309 08/01/10	\$59,000	Prior to	Yes	01/26/15	\$64,093
61	Loan #311 08/01/10	\$45,000	Prior to	Yes	04/01/35	\$66,948
62	Loan #314 08/01/10	\$14,000	Prior to	Yes	05/01/15	\$18,362
64	Loan #329 08/01/10	\$4,500	Prior to	Yes	07/18/20	\$4,500
67	Loan #334 08/01/10	\$14,000	Prior to	Yes	08/24/35	\$20,661



69	Loan #352 08/01/10	\$4,589	Prior to	Yes	09/28/20	\$0	repaid 2021
70	Loan #363 08/01/10	\$128,572	Prior to	Yes	11/13/15	\$403,605	
71	Loan #381 08/01/10	\$2,864	Prior to	Yes	03/20/21	\$0	repaid 2021
72	Loan #382 08/01/10	\$4,589	Prior to	Yes	03/22/21	\$4,189	
73	Loan #385 08/01/10	\$2,239	Prior to	Yes	03/23/21	\$2,239	
74	Loan #386 08/01/10	\$4,589	Prior to	Yes	03/22/21	\$4,189	
75	Loan #391 08/01/10	\$4,664	Prior to	Yes	08/27/25	\$4,664	
76	Loan #408 08/01/10	\$169,494	Prior to	Yes	06/14/36	\$239,512	
77	Loan #419 08/01/10	\$5,689	Prior to	Yes	06/27/21	\$5,689	
79	Loan #436 08/01/10	\$104,238	Prior to	Yes	08/28/16	\$156,719	
82	Loan #510 08/01/10	\$4,529	Prior to	Yes	04/14/37	\$78,703	
84	Loan #540 08/01/10	\$29,300	Prior to	Yes	02/05/14	\$37,427	
85	Loan #549 08/01/10	\$5,973	Prior to	Yes	11/16/22	\$5,972	
87	Loan #556 08/01/10	\$50,000	Prior to	Yes	06/01/38	\$50,000	
90	Loan #569 08/01/10	\$4,839	Prior to	Yes	11/13/23	\$4,839	
91	Loan #592 08/01/10	\$4,440	Prior to	Yes	05/15/24	\$4,364	
94	Loan #613 08/01/10	\$70,875	Prior to	Yes	02/15/25	\$0	repaid 2021
96	Loan #632 08/01/10	\$22,950	Prior to	Yes	12/19/19	\$47,533	
98	Loan #645 08/01/10	\$5,714	Prior to	Yes	10/15/25	\$2,325	
99	Loan #646 08/01/10	\$5,843	Prior to	Yes	11/17/25	\$5,843	

101	Loan 08/01/10	\$26,450	Prior to	Yes	8/24/2023	\$27,958
102	Loan #164 08/01/10	\$23,400	Prior to	Yes	5/1/2030	\$28,538
103	Loan 08/01/10	\$3,526	Prior to	Yes	7/12/2020	\$3,526
104	Loan #504 08/01/10	\$50,000	Prior to	Yes	8/1/1937	\$0
105	Loan#605 6/1/2008	\$150,000		Yes	55 years	\$208,378
106	Loan #704 8/12/2012	\$1,000,000		Yes	55 years	\$1,296,712
107	Loan #375 8/30/2004	\$250,000		Yes	55 years	\$41,251
108	Loan #652 4/5/2011	\$1,075,000		Yes	55 years	\$1,328,730
	Loan #878	\$660,000	6/20/19	Yes	55 years	\$700,192

repaid 2021

Exhibit E - Rents/Operations

City of Oroville

Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which they payments are	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associat
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1	Residual Receipt	Multi Family Low- Mod Housing	Oroville Pacific Associates	City of Oroville as Successor Agency to the Former RDA		City of Oroville as Successor Agency to the Former RDA	Affordable Housing Related Activities	Yes	Regulatory Agreement	105
2	Residual Receipt	Multi Family Low- Mod Housing	Oroville Pacific Associates	City of Oroville as Successor Agency to the Former RDA		City of Oroville as Successor Agency to the Former RDA	Affordable Housing Related Activities	Yes	Regulatory Agreement	106
3	Residual Receipt	Senior Disabled Low-Mod Housing	HPD Oroville Manor L.P.	City of Oroville as Successor Agency to the Former RDA		City of Oroville as Successor Agency to the Former RDA	Affordable Housing Related Activities	Yes	Regulatory Agreement	107
4	Residual Receipt	Senior Low-Mod Housing	Willow Partners LLC	City of Oroville as Successor Agency to the Former RDA		City of Oroville as Successor Agency to the Former RDA	Affordable Housing Related Activities	Yes	Regulatory Agreement	

Hilview Ridge I  
Hilview Ridge II  
Oroville Manor

a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

**Exhibit F - Rents**

City of Oroville

Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which the payments are	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)	
1	Rent	Low Mod Housing	Former RDA	City	Former RDA	Enforce affordability covenant	Yes	Lease to Purchase Agreement	9	<i>sold</i>
2	Rent	Low Mod Housing	Former RDA	City	Former RDA	Enforce affordability covenant	Yes	Lease to Purchase Agreement	10	<i>sold</i>
3	Rent	Low Mod Housing	Former RDA	City	Former RDA	Enforce affordability covenant	Yes	Lease to Purchase Agreement	11	<i>sold</i>
4	Rent	Low Mod Housing	Former RDA	City	Former RDA	Enforce affordability covenant	Yes	Lease to Purchase Agreement	13	<i>sold</i>
5	Rent	Low Mod Housing	Former RDA	City	Former RDA	Enforce affordability covenant	Yes	Lease to Purchase Agreement	15	<i>sold</i>

6	Rent	Low Mod Housing	Former RDA	City	Former RDA	Enforce affordability covenant	Yes	Lease to Purchase Agreement	16	sold
7	Rent	Low Mod Housing	Former RDA	City	Former RDA	Enforce affordability covenant	Yes	Lease to Purchase Agreement	12	sold
8	Rent	Low Mod Housing	Former RDA	City	Former RDA	Enforce affordability covenant	Yes	Lease to Purchase Agreement	14	sold
9	P&I	Low Mod Housing	Please contact Success or Agency staff	City	Former RDA	Enforce affordability covenant	Yes	Lease to Purchase Agreement	n/a	
10	P&I	Low Mod Housing	Please contact Success or Agency staff	City	Former RDA	Enforce affordability covenant	Yes	Housing Rehabilitation Loan	n/a	
11	P&I	Low Mod Housing	Please contact Success or Agency staff	City	Former RDA	Enforce affordability covenant	Yes	Housing Rehabilitation Loan	n/a	
12	P&I	Low Mod Housing	Please contact Success or Agency staff	City	Former RDA	Enforce affordability covenant	Yes	Home Repair Loan	n/a	

13	P&I	Low Mod Housing	Please contact Success or Agency staff	Note Servicing		Former RDA	Enforce affordability covenant	Yes		Home Buyer Loan	n/a
14	P&I	Low Mod Housing	Please contact Success or Agency staff	Note Servicing		Former RDA	Enforce affordability covenant	Yes		Home Buyer Loan	n/a
15	P&I	Low Mod Housing	Please contact Success or Agency staff	Note Servicing		Former RDA	Enforce affordability covenant	Yes		Home Buyer Loan	n/a
16	P&I	Low Mod Housing	Please contact Success or Agency staff	City		Former RDA	Enforce affordability covenant	Yes		Housing Rehabilitation Loan	n/a
17	P&I	Low Mod Housing	Please contact Success or Agency staff	City		Former RDA	Enforce affordability covenant	Yes		Home Buyer Loan	n/a
18											
19											
20											

a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

**Exhibit G - Deferrals**

**City of Oroville**

**Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)**

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be	Current amount owed	Date upon which funds were to be repaid
1						
2	no updates					
3						



## CITY OF OROVILLE STAFF REPORT

**TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS**

**FROM: AMY BERGSTRAND, MANAGEMENT ANALYST III**

**RE: ANNUAL PROGRESS REPORT**

**DATE: MARCH 15, 2022**

### SUMMARY

Receive and file the 2021 Housing Element Annual Progress Report

### BACKGROUND

California (“State”) law requires cities to submit a Housing Element Annual Progress Report (“APR”) to the State’s Department of Housing and Community Development (“HCD”) by April 1 annually. City of Oroville (“City”) staff and consultants have prepared the 2021 APR to present to City Council, which reports on residential building activity in calendar year 2021.

Failure to submit an APR within 60 days of the April 1<sup>st</sup> due date could result in court orders to compel compliance, and court sanctions if not completed as ordered. Failure to submit the APR for two or more consecutive years triggers Senate Bill (“SB”) 35 provisions streamlining affordable multifamily housing development approvals, losing significant local control over the entitlement process.

HCD uses APR data to determine if a locality has not issued enough building permits to satisfy its Regional Housing Needs Allocation (“RHNA”) by income category for a reporting period, subjecting it to SB 35 streamlining provisions until the next reporting period.

### APR SUMMARY

#### Housing Development Activity

In the 2021 APR, Tables A and A2 summarize housing development activity for the 2021 calendar year (January 1 – December 31) as follows:

- Development Applications: The City had 6 housing applications that were submitted proposing 249 units (Table A).
- Building Permits Issued: The City issued 123 building permits for 608 housing units (Table A2).



Progress Meeting RHNA

Table B summarizes the City’s progress meeting its RHNA allocation for the 2014 to 2023 planning cycle. Based on the number of housing units issued a certificate of occupancy from 2014 to 2021, the City has a remaining need of 962 RHNA units.

**Regional Housing Needs Allocation Progress**

Income Level	RHNA Allocation (2014 to 2023)	2014	2015	2016	2017	2018	2019	2020	2021	Total	Remaining Need
Very Low	419		2	8					366	376	4
Low	284	57	4	6			1		137	205	7
Moderate	306									0	306
Above Moderate	784	14	11	1	3	9	56	51	105	250	53
<b>Total</b>	<b>1,793</b>	<b>71</b>	<b>17</b>	<b>15</b>	<b>3</b>	<b>9</b>	<b>57</b>	<b>51</b>	<b>608</b>	<b>831</b>	<b>962</b>

The City has not fulfilled its RHNA allocation for any below moderate income levels. City staff will encourage opportunities to develop more units to help meet its RHNA allocation through 2023.

Sites Rezoned to Meet Shortfall Housing Need

Table C describes sites rezoned to accommodate a shortfall in housing need in addition to those identified in the City’s Housing Element. The City’s 2014-2022 Housing Element included Appendix B – Residential Land Inventory which identified land and vacant residential sites available to accommodate their RHNA allocation of 1,793 housing units. 3,139 vacant sites were identified in Appendix B, which is adequate to fulfill the RHNA allocation. No additional sites have been rezoned at this time.[RR1]

The City will also be required to report on whether additional sites were rezoned to meet a new “no net loss” requirement enacted by SB 166 in 2017. If a city approves development on a site identified to accommodate RHNA need in the Housing Element at a lower density or different income level than identified. The City needs to make a written finding that the need can be met by other sites identified in the housing element, or “identify and make available” other sites to accommodate the need within 180 days. Staff is analyzing development on vacant sites to report on in future APRs.

Housing Element Program Status

Table D requires the City to provide a status update on its Housing Element Programs. Staff has provided an update in Table D.

Table H requires locally owned or controlled lands declared surplus pursuant to Government Code Section 54221 or identified as excess pursuant to Government Code Section 50559. Cities or counties are required to report any land or property held in the community redevelopment trust fund. Staff has reported 1 property 3711 Ashley Avenue that was held, however, classified as exempt surplus land.

The Local Early Action Planning (“LEAP”) table requires cities to report on any funding awarded by this grant. Staff reported \$65,000 in awarded amounts for infrastructure planning and a blight study.

**FISCAL IMPACT:**

These are informational items with no fiscal impact.

**RECOMMENDATION:**

RECEIVE AND FILE THE HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR 2021

**ATTACHMENTS:**

Attachment 1: Annual Progress Report for 2021



## DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

# HOUSING ELEMENT ANNUAL PROGRESS REPORT (APR) INSTRUCTIONS

### INTRODUCTION

**Note: Some instructions and definitions can be found in the column headers of the tables. (Cells with red marke**  
Government Code section 65400 requires that each city, county, or city and county, including charter cities, prepare an annual progress report (APR) on the status of the housing element of its general plan and progress in its implementation, using forms and definitions adopted by the Department of Housing and Community Development (HCD). The following form is to be used for satisfying the reporting requirements of Government Code section 65400, subdivision (a)(2).

These forms and instructions, originally adopted March 27, 2010, have been updated to incorporate new Housing Element APR requirements pursuant to Chapter 374, Statutes of 2017 (Assembly Bill 879); Chapter 366, Statutes of 2017 (Senate Bill 35), Chapter 664, Statutes of 2019 (Assembly Bill 1486), Chapter 159, Statues of 2019 (Assembly Bill 101), Chapter 661, Statutes of 2020 (Assembly Bill 1255), Chapter 15, and Statutes of 2020

#### **How to submit the Housing Element Annual Progress Report (APR)**

The APR must be submitted to the Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year using the forms and tables specified by HCD. The APR provides information for the previous calendar year and must be submitted separately to both HCD and OPR (Gov. Code, § 65400.). There are two methods available for submitting APRs:  
1. Online Annual Progress Reporting System - This allows jurisdictions to upload directly into HCD's database, limiting the risk of errors. To use the online system, email [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov), and request login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is [opr.apr@opr.ca.gov](mailto:opr.apr@opr.ca.gov).*

2. Email - Jurisdictions complete the Excel APR forms and submit to HCD at [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov) and to OPR at [opr.apr@opr.ca.gov](mailto:opr.apr@opr.ca.gov). When using the email method, send the electronic version as an Excel workbook attachment. Do not send a scanned copy of the tables. In addition to submitting Housing Element APRs, jurisdictions must also submit General Plan Annual Progress Reports to both HCD and OPR. Please email these documents to [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov) and [opr.apr@opr.ca.gov](mailto:opr.apr@opr.ca.gov).

[NOTE: When submitting successor entity reporting data as required pursuant to California Health and Safety Code 34176.1, the data must be identified as an addendum to the APR and emailed to \[APR@hcd.ca.gov\]\(mailto:APR@hcd.ca.gov\) concurrently with the APR submittal. When using the online system, this report should be sent separately to the APR email box to satisfy the Government Code section 65400 reporting requirement.](#)

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[TABLE A Housing Development Applications Submitted](#)

[TABLE A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units](#)

[TABLE B Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability](#)

[TABLE C Sites Identified or Rezoned to Accommodate Shortfall Housing Need](#)

[TABLE D Program Implementation Status pursuant to Government Code section 65583](#)

[TABLE E Commercial Development Bonus Approved pursuant to Government Code section 65915.7](#)

[TABLE F Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision \(c\)\(2\)](#)

[TABLE G Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of, pursuant to Government Code section 65400.1](#)

[Table H - Locally Owned or Controlled Lands Declared Surplus Pursuant to Government Code section 54221, or Identified as Excess Pursuant to Government Code section 50569](#)

## DEFINITIONS

1. "Above moderate income" means households earning more than 120 percent of area median income.
2. "Annual Progress Report (APR)" means the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year reporting on the prior calendar year's activities.
3. "Application submitted" means an application submittal that has been determined complete by the jurisdiction.
4. "Area Median Income (AMI)" means the median household income based on household size of a geographic area of the state, as annually updated by the California Department of Housing and Community Development (HCD), pursuant to Health and Safety Code section 50093.
5. "Certificate of occupancy date" is the date(s) the certificate(s) of occupancy, or other evidence of readiness for occupancy (e.g., final inspection, notice of completion), was/were issued.
6. "Committed Assistance" is when a local government has entered into a legally enforceable agreement within a specific timeframe spanning from the beginning of the RHNA projection and may be executed throughout the planning period. Committed Assistance includes obligating funds or other in-kind services for affordable units available for occupancy within two years of the agreement.
7. "Completed Entitlement" means a housing development or project which has received all the required land use approvals or entitlements necessary for the issuance of a building permit. This means that there is no
8. "Density Bonus" as defined in Government Code section 65915.
9. "Extremely low-income" means a household earning less than 30 percent of area median income pursuant to Health and Safety Code, section 50105.
10. "Infill housing unit" is defined as being a unit located within an urbanized area or within an urban cluster on a site that has been previously developed for urban uses, or a vacant site where the properties adjoining at least two sides of the project site are, or previously have been, developed for urban uses. For the purposes of this definition, an urbanized area or an urban cluster is as defined by the United States Census
11. "Locality" or "local government" means a city, including a charter city, a county, including a charter county, or a city and county, including a charter city and county.
12. "Lower-income or Low-Income" means a household earning less than 80 percent of area median income pursuant to Health and Safety Code, section 50079.5.
13. "Moderate income" means households whose income does not exceed 120 percent of area median income pursuant to Health and Safety Code, section 50093.
14. "Permitted units" mean units for which building permits for new housing construction have been issued by the local government during the reporting calendar year. For this purpose, "new housing unit" means housing units as defined by the Department of Finance for inclusion in the Department of Finance's annual "E-5 City/County Population and Housing Estimates" report, which is the same as the Census definition of a housing

Note: Accessory dwelling units (ADU) and junior accessory dwelling units (JADU) pursuant to Government Code sections 65852.2 and 65852.22 meet the definition above.

15. “Production report” or “Annual Progress Report (APR)” means the information reported pursuant to subparagraph (D) of paragraph (2) of subdivision (a) of Section 65400 of Government Code.

16. “Project” or “Development” refers to a housing related activity where new construction of a unit(s) is proposed or has had a building permit and/or certificate of occupancy issued during the reporting calendar year. This may include single family, mixed use, multifamily, accessory dwelling unit, or any other developments where housing units, as defined by the U.S. Census Bureau and the California Department of Finance, are a component of the project.

17. “Realistic Capacity” means an estimate of the number of units that can be accommodated on each site in the inventory. The estimate must include adjustments to reflect land use controls and site improvement requirements but may rely on established minimum density standards.

18. “Reporting period” means the prior calendar year’s activities for the housing element annual progress report required by Government Code section 65400 and due to HCD by April 1 of each year and utilized to create the determination for which locality is subject to the Streamlined Ministerial Approval (SB35 Streamlining)

19. “RHNA” means the local government’s share of the regional housing need allocation pursuant to Government Code section 65584 et seq.

20. Unit Category: type of units that are classified under the following categories:

- **Single Family-Detached Unit (SFD)**- a one-unit structure with open space on all four sides. The unit often possesses an attached garage.
- **Single Family-Attached Unit (SFA)**- a one-unit structure attached to another unit by a common wall, commonly referred to as a townhouse, half-plex, or row house. The shared wall or walls extend from the foundation to the roof with adjoining units to form a property line. Each unit has individual heating and plumbing
- **2-, 3-, and 4-Plex Units per Structure (2-4)**- a structure containing two, three, or four units and not classified as single-unit attached structure.
- **5 or More Units per Structure (5+)**- a structure containing five or more housing units.
- **Accessory Dwelling Unit (ADU)** - means a unit that is attached, detached or located within the living area of the existing dwelling or residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel on which the single-family dwelling is situated pursuant to Government Code section 65852.2. An ADU also includes the following: an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
- **Mobile Home Unit/Manufactured Home** – a one-unit structure that was originally constructed to be towed on its own chassis. *Please note: Spaces in a mobile home park can be counted towards RHNA, if the spaces counted are new hook-ups/spaces rather than new mobile home park residents moving onto existing lots.*

21. “Very low-income” means households earning less than 50 percent of area median income pursuant to Health and Safety Code, section 50105.

AUTHORITY CITED: Government Code section 65400.

## FORM INSTRUCTIONS

### GENERAL INFORMATION

Fields in gray auto-populate. No data entry is needed.

Some of the cells are locked to ensure data can be automatically uploaded to the online system.

Tables A and A2 of the worksheet are currently configured to accept up to 1,000 lines of data. Insert rows if

Projects are now tracked at all stages of development, from initial application to final certificate of occupancy.

All dates must be entered as month/date/year (e.g., 6/1/2018).

The form works best with macros enabled in Excel.

Begin with the “Start Here” tab, as previous years’ information will pre-populate in Table B after the jurisdiction’s name is entered.

## START HERE

Enter general contact and report information in the “Start Here” tab.

It is important to start with this worksheet because the answers entered will affect how information is displayed (e.g. permit numbers from prior years are pre-populated when jurisdiction’s name is entered).

Information to enter includes:

- City or County name
- Reporting calendar year (e.g., 2019). *Please note: The reporting year will always be from January 1 – December 31 of the previous year.*
- Contact person
- Title
- Email
- Phone
- Mailing address

This sheet includes instructions regarding submitting the Housing Element APR to HCD and OPR.

## TABLE A

### Housing Development Applications Submitted

Only include data on housing units and developments for which an application was deemed complete between January 1<sup>st</sup> and December 31<sup>st</sup> of the reporting year identified on the “Start Here” tab. In table A, an “application” is a formal submittal of a project for approval. This application is either an application for a discretionary entitlement, or where only a ministerial process is required (e.g., zoned by right).

**1. Project Identifier:** Include the Current Assessor Parcel Number (APN) and street address. The Prior APN, Project Name and Local Jurisdiction Tracking ID are optional.

- Prior APN – Enter an APN previously associated with the parcel, if applicable (optional field).
- Current APN – Enter the current available APN. If necessary, enter additional APNs in the notes section field number 10.
- Street Address – Enter the number and name of street.
- Project Name – Enter the project name, if available (optional field).
- Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).

**2. Unit Types:** Each development should be categorized by one of the following codes. Refer to “Unit Category” in the Definitions section for additional descriptions. Use the drop-down menu to select one of the following

- SFA (single-family attached unit)
- SFD (single-family detached unit)
- 2-4 (two- to four-unit structures)
- 5+ (five or more unit structure, multifamily)

- ADU (accessory dwelling unit)
- MH (mobile home/manufactured home)

**3. Tenure:** Identify whether the units within the development project are either proposed or planned at initial occupancy for either renters or owners. Use the drop-down menu to select one of the following options:

- Renter occupant (R) or
- Owner occupant (O)

**4. Date Application Submitted:** Enter the date the housing development application was submitted. If the application was incomplete at the time of submittal, enter the date the application was determined complete by the local government (refer to “application submitted” under definitions). Enter date as month/day/year (e.g., 6/1/2020).

**5. Proposed Units Affordability by Household Incomes:** For each development, list the number of units proposed in the application by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

Very low-income households: 0-50% AMI

Low-income households: 50-80% AMI

Moderate-income households: 80-120% AMI

Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCD’s website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

**6. Total Proposed Units by Project:** This field auto-populates with the total number of units proposed, as entered in #5 (total of deed restricted & non-deed restricted units for Very Low-, Low-, Moderate- and Above Moderate- income households).

**7. Total Approved Units by Project:** Enter the number of units that the jurisdiction approved for this project application.

**8. Total Disapproved Units by Project.** If the project is denied or total number of units is reduced, please enter the number of units denied or reduced. This value should equal Total Proposed Units by Project minus “Total Approved Units by Project.”

**9. Was “Application Submitted” pursuant to Government Code section 65913.4, subdivision (b) (Streamlined Ministerial Approval Process (SB 35 Streamlining))?** Use the drop-down menu to select one of the following options:

- No
- Yes – But no action taken
- Yes – Approved
- Yes – Denied

**10. Was a Density Bonus application received for this project?** Answer yes or no.

**11. Was the Density Bonus application approved for this project?** Answer yes or no.

**12. Please indicate the status of the application.** Use the drop-down to select one of the following options:

- Approved
- Pending
- Disapproved

**13. Notes:** Use this field to enter any applicable notes about the project or development. Completion of this field is optional.

## TABLE A2

### Annual Building Activity Report Summary – New Construction, Entitled, Permits and Completed Units

#### **Fields 1 through 15 Housing Development Information**

This table requires information for very low, low, moderate and above moderate income housing affordability categories and for mixed-income projects. Include data on net new housing units and developments that have received any one of the following:

- An entitlement
- A building permit
- A certificate of occupancy or other form of readiness that was issued during the reporting year.

*Please note: Only building permits are used for the purposes of determining progress towards RHNA (fields 7, 8 and 9 of this table, described below).*

*New housing units* : For the APR, “new housing unit” means housing units as defined by the Department of Finance for inclusion in the Department of Finance’s annual “E-5 City/County Population and Housing Estimates” report, which is the same as the census definition of a housing unit.

*Development activity spanning multiple years* : It is highly likely that the same project will be reported in multiple years of APRs. For example, a project should be listed in three separate APRs if it is entitled in one year, receives the building permit next year, and the certificate of occupancy in the year following.

In scenarios where development activity spans multiple years, the jurisdiction should only report activity that occurred within the reporting year. For example, if a project received building permits in 2018, but received entitlements in 2017, the 2018 APR should only report the building permit information (fields 7, 8 and 9), and not include entitlement information (fields 4, 5 and 6).

*Separate living quarters* : A house, an apartment, a mobile home, a group of rooms, or a single room occupied as separate living quarters, or if vacant, intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other individuals in the building and which have direct access from outside the building or through a common hall. For vacant units, the criteria of separateness and direct access are applied to the intended occupants whenever possible.

*Please note: Group quarters facilities, such dormitories, student housing, bunkhouses, and barracks cannot be counted as housing units.*

*Net new units: If a building is being demolished to build the new units, the APR should report net new units. For example, if 10 units are being demolished on a site to build a 100-unit building, the APR should report 100 new units and 10 units in the demolished/destroyed column. In the case of new construction where fewer units are being built than were there previously, do not report negative permits.*

To assist in reporting demolished/destroyed units, refer to section number 20 below (Table A2, column 20).

**All new unit information is to be listed in the following fields:**

#### **Fields 1 through 3 – Project Identifier and Unit Types**

**1. Project Identifier:** Include the Current Assessor Parcel Number (APN) and street address. The prior APN, project name or local jurisdiction tracking ID are optional.

- Prior APN – Enter an APN previously associated with the parcel, if applicable (optional field).
- Current APN – Enter the current available APN. This field allows a maximum of 40 characters. If necessary enter additional APNs in the notes section field number 21.
- Street Address – Enter the number and name of street.
- Project Name – Enter the project name, if available (optional field).
- Local Jurisdiction Tracking ID – This may be the permit number or other identifier (optional field).



**2. Unit Category Codes:** Each development should be categorized by one of the following codes: Refer to “Unit Category” in the Definitions section for additional descriptions. Use the drop-down menu to select one of the following options:

- SFA (single-family attached unit)
- SFD (single-family detached unit)
- 2-4 (two- to four-unit structures)
- 5+ (five or more unit structure, multifamily)
- ADU (accessory dwelling unit)
- MH (mobile home/manufactured home)

**3. Tenure:** Identify whether the units within the development project are either proposed or planned at initial occupancy for either renters or owners. Use the drop-down menu to select one of the following options:

- Renter occupant (R) or
- Owner occupant (O)

**Fields 4 through 6 – Completed Entitlement**

**4. Affordability by Household Income – Completed Entitlement:** For each development, list the number of units that have been issued a completed entitlement during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI
- Moderate-income households: 80-120% AMI
- Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCDs website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

**5. Entitlement Date Approved:** Enter the date within the reporting year that all required land use approvals or entitlements were issued by the jurisdiction; leave blank if entitlement was approved outside the reporting year. Enter date as month/day/year (e.g., 6/1/2018). Refer to definition of “Completed Entitlement.”

**6. # of Units Issued Entitlements:** This is an auto-populated field. This field reflects the total number of units that were entitled for very-low, low, moderate, and above moderate income, as entered in field 4 on this table.

**Fields 7 through 9 – Building Permit**

**7. Affordability by Household Income – Building Permits:** For each development, list the number of units that have been issued a building permit during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI
- Moderate-income households: 80-120% AMI
- Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCDs website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

**8. Building Permits Date Issued:** Enter the date within the reporting year that the building permit was issued by the jurisdiction; leave blank if building permit was issued outside the reporting year. Enter date as month/day/year (e.g., 6/1/2018). Refer to definition of “Permitted Units.”

**9. # of Units Issued Building Permits:** This is an auto-populated field. This field will sum units that were permitted for very-low, low, moderate, and above moderate income, as entered in field 7 on this table.

**Fields 10 through 12 – Certificates of Occupancy**

**10. Affordability by Household Income – Certificates of Occupancy:** For each development, list the number of units that issued certificates of occupancy or other form of readiness (e.g., final inspection, notice of completion) during the reporting year by affordability level and whether the units are deed restricted or non-deed restricted. Refer to the Definitions section for additional descriptions:

- Very low-income households: 0-50% AMI
- Low-income households: 50-80% AMI
- Moderate-income households: 80-120% AMI
- Above-moderate households: above 120%

[To verify income levels, refer to the income limit charts on HCDs website at http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml](http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml) (see section for Official State Income

**11. Certificates of Occupancy (or other forms of Readiness) Date Issued:** Enter the date the certificate of occupancy or other form of readiness (e.g., final inspection, notice of completion) was issued for the project. For most jurisdictions, this is the final step before residents can occupy the unit. Leave blank if certificate of occupancy was not issued in the reporting year. Enter date as month/day/year (e.g., 6/1/2018).

**12. # of Units Issued Certificates of Occupancy or other forms of Readiness:** This is an auto-populated field. This field will sum units that were issued a certificate of occupancy for very-low, low, moderate, and above moderate income, as entered in field 10 on this table.

**13. How many of the Units were Extremely-Low Income Units (Optional):** To gain a greater understanding of the level of building activity to meet the needs of extremely low-income households in the state, HCD asks that you estimate, to the extent possible, the number of units affordable to extremely-low income households. This number will be a subset of the number of units affordable to very low-income households, as indicated in fields 4, 7 and 10 above. *Please note: The number entered in the very low section will not be reduced by the number entered here. Although completion of this field is optional, your input would be greatly appreciated.*

**14. Was Project approved using Government Code section 65913.4, subdivision (b) (Streamlined Ministerial Approval Process (SB 35 Streamlining))?** Use the drop-down menu to select one of the following options:

- “Y” if jurisdiction approved the project application pursuant to the streamlined ministerial approval process (SB 35 Streamlining).
- “N” for all other situations.

**15. Are these infill units?** To gain a greater understanding of the level of infill housing activity in the state, HCD asks that you clarify if the housing units reported are infill by selecting “Yes” or “No.” Although completion of this field is optional, your input would be greatly appreciated. See Definitions section for “infill housing units”

**Fields 16 through 18: Please note, if any units are reported as very-low, low, or moderate income in fields 4, 7 or 10 then information in fields 16, 17 and/or 18 must be completed to demonstrate affordability. In the absence of justification that the unit is affordable to a very- low, low, and moderate income household, the unit must be counted as above-moderate income.**

**Fields 16 and 17 Housing with Financial Assistance and/or Deed Restrictions**

For all housing units developed or approved with public financial assistance and/or have recorded affordability deed restriction or covenants, identify funding sources and/or mechanisms that enable units to be affordable.

**16. Assistance Programs Used for Each Development:** Enter information here if units received financial assistance from the city or county and/or other subsidy sources, have affordability restrictions or covenants, and/or recapture of public funds upon resale.

Use the drop-down menu to select the acronym of the applicable funding program(s), as listed below. To select more than one funding source click once then select the cell again and click another source.

- Acq/Rehab: CalHFA Acquisition/Rehab Loan Program
- AHP: Affordable Housing Program - Fed Home Loan
- AHSC: Affordable Housing and Sustainable Communities
- CalHOME: CalHOME

- CDBG: Community Development Block Grant
- CDLAC: CDLAC Bonds (CA Debt Limit Allocation Committee)
- CESH: CA Emergency Solutions & Housing
- ESG: Emergency Solutions Grant
- GSAF: Golden State Acquisition Fund
- HEAP: Homeless Emergency Aid Program
- HHAP: Homeless Housing, Assistance and Prevention Program
- HKEY: Homekey
- HOME: Housing Investment Partnership Program
- HOPWA: Housing Opportunities for Persons with AIDS
- IIG: Infill Infrastructure Grant
- LHTF: Local Housing Trust Funds
- LIHTC: CTCAC/Low Income Housing Tax Credits
- MHP: Multifamily Housing Program - HCD
- MHSA: Mental Health Services Act Funding
- MPRROP: Mobilehome Park Rehab & Resident Ownership Program
- MRB: Mortgage Revenue Bonds
- MyHOME: MyHome Down Payment Assistance
- NHTF: National Housing Trust Fund
- NPLH: No Place Like Home
- PBS8: Section 8 Project-Based Rental Assistance
- PDLP: Predevelopment Loan Program
- RAD: Rental Assistance Demonstration Program
- RDA: Redevelopment Agency or Successor Agency Funds
- Sec 202: HUD Section 202 Housing for the Elderly
- Sec 811: Section 811 Project Rental Assistance
- SERNA: Joe Serna Jr Farmworker Housing Program
- SHMHP: Supportive Housing MHP
- SNHP: Special Needs Housing Program - CalHFA
- TOD: Transit Oriented Development Program
- USDA: USDA Rural Development Housing Programs
- VHHP: Veterans Housing and Homeless Prevention Program
- Other: Describe in Notes

**17. Deed Restriction Type:** Enter information here if units in the project are considered affordable to very-low, low, and/or moderate income households due to a local program or policy, such as an inclusionary housing ordinance, regulatory agreement, or a density bonus. This field should not be used to enter the number of deed restricted units. Identify the mechanism used to restrict occupancy based on affordability to produce “deed restricted” units. Use the drop-down menu to select one of the following options

- “INC” if the units were approved pursuant to a local inclusionary housing ordinance.
- “DB” if the units were approved using a density bonus.
- “Other” for any other mechanism. Describe the source in notes section number 21.

**18. Housing without Financial Assistance or Deed Restrictions:** Enter information here if the units are affordable to very-low, low and moderate income households without financial assistance and/or deed restrictions. In these cases, affordability must be demonstrated by proposed sales price or rents.

- Sales prices and rents must meet the definition of affordable as defined in Health and Safety Code Section 50052.5 for owner-occupied units or Health and Safety Code section 50053 for renter-occupied units.

- Describe how the newly constructed rental or ownership housing units were determined to be affordable to very- low, low, and moderate income households without either public subsidies or restrictive covenants. This may be based on various methods considering sales prices or rents relative to the income levels of households such as through a survey of comparable units in the area that show the unit would be affordable to very-low, low, or moderate income households.

- The jurisdiction can consider comparable rental prices or new sales prices (actual or anticipated). The jurisdiction should consider costs for renters (i.e., 30% of household income for rent and utilities) or owners (e.g., 30% of household income for principal, interest, taxes, insurance and utilities, pursuant to Title 25 CCR

- In the absence of justification that the unit is affordable to a very- low, low, and moderate income household, the unit must be counted as above-moderate income.

**19. Term of Affordability or Deed Restriction:** If units have committed financial assistance and/or are deed restricted, enter the duration of the affordability or deed restriction. If units are affordable in perpetuity, enter 1,000. If multiple funding sources or deed restrictions on the development have different terms of affordability, please enter the longest term of affordability. Although completion of this field is optional, your input would be greatly appreciated.

**20. Demolished/Destroyed Units:** This section is to report if the project and associated APN, has a permit, entitlement or certificate of occupancy in the reporting year, and the APN previously had demolished or destroyed units.

- Enter the “Number of Demolished or Destroyed Units” in the reporting calendar year.
- From the drop down menu select “demolished” if the units were torn down. Select “Destroyed” if the units were lost due to fire or other natural disaster.
- From the drop down menu “Demolished/Destroyed Units Owner or Renter” select “R” for renter or “O” for owner.

**Fields 21 through 24 Density Bonus Detail:** The following fields must be completed for at least a sample of density bonus projects reported by the jurisdiction and should only be completed if “DB” is one of the selections in section 17.

**21. Density bonus:** This section and the sections to follow are for reporting if the project received a density bonus, including concessions, incentives, waivers, or other modifications. The first field asks for the percentage of density bonus that was applied to the project.

- If the planning area's maximum allowable density is calculated based on the allowable number of units, express your response as a percentage  $(\text{New total number of units} - \text{Old total number of units}) / (\text{Old total number of units})$ ; NOTE THAT WE ARE NOT PROPOSING TO EXPRESS THE DENSITY AS UNITS PER ACRE.

- Alternatively, if the planning area's maximum allowable density is form- or volume-based, express your response as a percentage  $(\text{New maximum allowable residential gross floor area} - \text{Old maximum allowable residential gross floor area}) / (\text{Old maximum allowable residential gross floor area})$

**22. Percentage of deed-restricted units:** Enter the percentage of deed-restricted units in the project expressed as  $(\text{percentage of deed-restricted units}) / (\text{total number of units})$  NOTE THAT THIS CALCULATION MIGHT ALSO BE PROBLEMATIC IF THERE ARE DEED-RESTRICTED UNITS MANDATED BY ANOTHER SUBSIDY PROGRAM

**23. Number of incentives and other modifications:** Enter the total number of other incentives, concessions, waivers, or other modifications given to the project (exclude parking waivers or parking reductions). List the specific incentives, concessions, waivers, or other modifications given to the project using the drop-down menu.

- On-Site Improvements
- Off-Site Improvements
- Development Standards Modification
- Other

**24. Reductions or waivers of parking standards:**

- Did the project receive a reduction or waiver of parking standards? Answer Yes or No.

**25. Notes:** Use this field to enter any applicable notes about the project or development.

## TABLE B

### Regional Housing Needs Allocation Progress – Permitted Units Issued By Affordability

Table B is a summary of prior permitting activity in the current planning cycle, including permitting activity for the calendar year being reported. Please note, the last year of the 5th cycle will only contain units with permit dates that occurred before the end of the cycle. The first year of the 6th cycle will only contain units with permits that occurred on or after the beginning of the cycle. To assist jurisdictions in completing this form, HCD has pre-filled permit data as reported to HCD on prior APRs. Past unit information will auto-populate when the jurisdiction's name in the general information section of the "Start Here" tab is entered. Current year permitted units will auto-populate from data reported in table A2. If permit activity for current year is inaccurate, jurisdictions should make adjustments on field number 7, Affordability by Household Income – Building Permits [Please contact HCD at APR@hcd.ca.gov if data from previous years does not populate or if different than the information supplied in Table B. Any changes made by localities to previous years' data in Table B will not update prior APR records maintained by HCD.](mailto:APR@hcd.ca.gov)

Table B reports the number of units for which permits were issued to demonstrate progress in meeting the jurisdiction's share of regional housing need for the planning period.

- 1. Regional Housing Needs Allocation by Income Level:** Lists the jurisdiction's assigned RHNA for the planning cycle by income group. This field will be auto-populated once the jurisdiction's name is entered in the "Start Here" tab.
- 2. Year:** Lists the building permit data for each year of the RHNA planning cycle beginning in the first year and ending with the data from the current reporting year which can be found in Table A2.
- 3. Total Units to Date (all years):** Totals the number of units permitted in each income category.
- 4. Total Remaining RHNA by Income Level:** This field uses the information from the "Total Units to Date" category and deducts the units by income category from the jurisdiction's assigned RHNA number. Note: The total units remaining to meet the RHNA allocation is in the bottom right hand corner.

## TABLE C

### Sites Identified or Rezoned to Accommodate Shortfall Housing Need

*Please note: This table should only be filled out when a city or county identified an Unaccommodated Need of sites from the previous planning period Government Code section 65584.09, has Shortfall of Sites as identified in the housing element Government Code section 65583, subdivision (c)(1); or is identifying additional sites required by No Net Loss law pursuant to Government Code section 65863. The data in this inventory serves as an addendum to the housing element sites inventory. This table should not include rezoning for a specific project.*

- 1. Project Identifier:** Include the Assessor Parcel Number (APN) and street address. The project name and local jurisdiction tracking ID are optional.
- 2. Date of Rezone:** If rezone was required, identify the date the rezone occurred. Enter date as month/day/year (e.g., 6/1/2018).
- 3. RHNA Shortfall by Household Income Category:** For each development or site, list the number of units that are affordable to the following income levels (refer to Definitions section for more detail):
  - Very low-income households: 0-50% AMI
  - Low-income households: 50-80% AMI

*Note: rezoning is not required to accommodate moderate or above moderate RHNA shortfall.*

- 4. Rezone Type:** From the dropdown list, select one of the following for each project:

- **No Net Loss** (Government Code section 65863): When a jurisdiction permits or causes its housing element sites inventory site capacity to be insufficient to meet its remaining unmet RHNA for lower and moderate-income households. In general, a jurisdiction must demonstrate sufficient capacity on existing sites or make available adequate sites within 180 days of there being insufficient sites to meet the remaining RHNA.
  - **Unaccommodated Need** (Government Code section 65584.09): When a jurisdiction failed to identify or make adequate sites available in the prior planning period to accommodate its RHNA by income category. Note: When this condition occurred, the housing element in the current planning period in most cases will have a program to make available adequate sites to address the unmet RHNA by income category in the first year of the planning period.
  - **Shortfall of Sites** (Government Code section 65583, subdivision (c)(1)): When a jurisdiction does not identify adequate sites to accommodate its RHNA by income category in the current planning period. Note: When this condition occurred, the housing element for the current planning period must have included a program to make available adequate sites to address the unmet RHNA by income category. For jurisdictions on an eight year planning period, the rezones must be complete within the first three years of the planning period.
- 5. Parcel Size (Acres):** Enter the size of the parcel in acres.

**6. General Plan Designation:** Enter the new General Plan Land Use designation. If no change was made, enter the current designation.

**7. Zoning:** Enter the new zoning designation for the parcel. If no change was made, enter the current zoning designation.

**8. Density Allowed:** Enter the minimum and maximum density allowed on each parcel. This is the density allowed after any zoning amendments are made. If no maximum density enter N/A.

**9. Realistic Capacity:** Enter the estimated realistic unit capacity for each parcel. Refer to Definitions for more information about “Realistic Capacity.”

**10. Vacant/Non-vacant:** From the drop-down list, select if the parcel is vacant or non-vacant. If the parcel is non-vacant, then enter the description of existing uses in Field 11.

**11. Description of Existing Uses:** Include a description of existing uses. Description must be specific (i.e. SFR, MF, surplus school site, operating business, vacant commercial building, parking lot). Classifications of uses (i.e. “commercial”, “retail”, “office”, or “residential”) are not sufficient.

## TABLE D

### Program Implementation Status pursuant to Government Code section 65583

Report the status/progress of housing element program and policy implementation for **all** programs described in the housing element:

- 1. Name of Program:** List the name of the program as described in the element.
- 2. Objective:** List the program objective (for example, “Update the accessory dwelling unit ordinance”).
- 3. Timeframe in Housing Element:** Enter the date the objective is scheduled to be accomplished.
- 4. Status of Program Implementation:** List the action or status of program implementation.

For your information, the following list includes the statutory requirements for housing element programs:

- Adequate sites (Gov. Code, § 65583, subd. (c)(1)). *Please note: Where a jurisdiction has included a rezone program pursuant to Government Code section 65583.2, subdivision (h) to address a shortfall of capacity to accommodate its RHNA, Table C must include specific information demonstrating progress in implementation including total acres, brief description of sites, date of rezone, and compliance with by-right approval and density requirements.*
- Assist in the development of low- and moderate-income housing (Gov. Code, § 65583, subd. (c)(2)).

- Remove or mitigate constraints (Gov. Code, § 65583, subd. (c)(3)).
  - Conserve and improve existing affordable housing (Gov. Code, § 65583, subd. (c)(4)).
- Promote and affirmatively further fair housing opportunities (Gov. Code, § 65583, subd. (c)(5)).
- Preserve units at-risk of conversion from low-income use (Gov. Code, § 65583, subd. (c)(6)).

*Please note: Jurisdictions may add additional rows in Table D to include all Housing Element programs, or to provide clarification or information relevant to demonstrating progress towards meeting RHNA objectives.*

## TABLE E

### Commercial Development Bonus Approved pursuant to Government Code section 65915.7

**Government Code section 65915.7 states:**

*“(a) When an applicant for approval of a commercial development has entered into an agreement for partnered housing described in subdivision (c) to contribute affordable housing through a joint project or two separate projects encompassing affordable housing, the city, county, or city and county shall grant to the commercial developer a development bonus as prescribed in subdivision (b). Housing shall be constructed on the site of the commercial development or on a site that...”* meets several criteria.

If the jurisdiction has approved any commercial development bonuses during the reporting year, enter the following information:

- 1. Project Identifier:** Include the parcel’s APN number and street address. The project name and local jurisdiction tracking ID are optional.
- 2. Units Constructed as Part of the Agreement:** For each development, list the number of units that are affordable to the following income levels (refer to definitions for more detail):
  - Very low-income households: 0-50% AMI
  - Low-income households: 50-80% AMI
  - Moderate-income households: 80-120% AMI
  - Above-moderate households: above 120%
- 3. Description of Commercial Development Bonus:** Include a description of the commercial development bonus approved by the jurisdiction.
- 4. Commercial Development Bonus Date Approved:** Enter the date that the jurisdiction approved the commercial development bonus. Enter date as month/day/year (e.g., 6/1/2018).

## TABLE F

### Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1, subdivision (c)

***Please note this table is optional:*** *The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.*

**Units that Do Not Count Toward RHNA:** The jurisdiction may list for informational purposes only, units that do not count toward RHNA but were substantially rehabilitated, acquired or preserved.

[Units that Count Toward RHNA: To enter units in this table as progress toward RHNA, please contact HCD at APR@hcd.ca.gov. HCD will provide a password to unlock the grey fields.](mailto:APR@hcd.ca.gov)

In order to count units reported in this table as progress towards RHNA, the jurisdiction will need to provide information that demonstrate the units meet the standards set forth in Government Code section 65583.1, subdivision (c). These program requirements are summarized on the Alternative Adequate Sites Checklist. If HCD finds that the units meet the standards set forth in Government Code section 65583.1, subdivision (c) these units may credit up to 25 percent of the jurisdiction's adequate sites requirement per income category.

### Table G

#### **Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of, pursuant to Government Code section 65400.1**

Chapter 664, Statutes of 2019 (AB 1486) added to the Government code section 65400.1, which requires jurisdictions to include in this APR a listing of sites owned by the locality that were included in the housing element sites inventory and were sold, leased, or otherwise disposed of during the reporting year.

The listing of sites must include the entity to whom the site was transferred, and the intended use of the site.

### Table H

#### **Locally Owned or Controlled Lands Declared Surplus Pursuant to Government Code section 54221, or Identified as Excess Pursuant to Government Code section 50569**

Chapter 661, Statutes of 2019 (AB 1255) amended Government Code section 54230 to require cities and counties to create an inventory of surplus lands defined in subdivision (b) of Section 54221, and all lands in excess of its foreseeable needs, if any, identified pursuant to Section 50569, located in all urbanized areas and urban clusters, as designated by the United States Census Bureau, within the jurisdiction of the county or city that the county or city or any of its departments, agencies, or authorities owns or controls. Please note:

**Jurisdictions are only required to report on property located in an urban area or urbanized cluster.** For a map of urban areas and urban clusters, please see HCD website here:

<https://cahcd.maps.arcgis.com/apps/webappviewer/index.html?id=5a63b04d7c494a6ebb2aa38a2c3576f5>

Cities and counties must make a description of each parcel described in paragraph (1) of Government Code section 54230 and the present use of the parcel a matter of public record and shall report this information to the Department of Housing and Community Development no later than April 1 of each year, beginning April 1, 2021, in a form prescribed by the department, as part of its annual progress report submitted pursuant to paragraph (2) of subdivision (a) of Section 65400.

“Surplus land” means land owned in fee simple by any local agency for which the local agency’s governing body takes formal action in a regular public meeting declaring that the land is surplus and is not necessary for the agency’s use. Land shall be declared either “surplus land” or “exempt surplus land,” as supported by written findings, before a local agency may take any action to dispose of it consistent with an agency’s policies or procedures. A local agency, on an annual basis, may declare multiple parcels as “surplus land” or “exempt surplus land.”

“Surplus land” includes land held in the Community Redevelopment Property Trust Fund pursuant to Section 34191.4 of the Health and Safety Code and land that has been designated in the long-range property management plan approved by the Department of Finance pursuant to Section 34191.5 of the Health and Safety Code, either for sale or for future development, but does not include any specific disposal of land to an identified entity described in the plan.

Parcel Description must include the following:

1. **APN:** Enter the parcel number of the identified property.
2. **Street Address/Intersection:** Enter the street address of the property. If no street address is available, enter the



**3. Existing Use:** Select the existing use of the property. Use the drop-down menu to select one of the following options:

- Residential
- Commercial
- Industrial
- Public Facilities
- Vacant
- Air Rights
- Other

**4. Number of Units:** If the existing use is residential, enter the number of units on the property.

**5. Surplus Designation:** Please identify if the property has been designated surplus or exempt surplus pursuant to Government Code section 54221, or excess pursuant to Government Code section 50569.

**6. Parcel Size (in acres):** Enter the parcel size in acres.

**7. Notes (Optional):** Please include any applicable notes providing additional property description. This could include description of any characteristics of the property.

### Local Early Action Planning (LEAP) Grant Reporting

Pursuant to Health and Safety Code section 50515.04, recipients of Local Early Action Planning (LEAP) grants shall annually report by April 1 of the year following receipt of those funds on the status of proposed uses in the application. The report shall address the housing impact within the jurisdiction, including a summary of building permits, certificates of occupancy or other completed entitlements. Data sources may include the LEAP application (e.g., Attachment 1: Project Timeline and Budget), re-imbursement requests, other portions of the annual progress reports and other summary records of program activities.

**1. Total Award Amount:** Utilizing the LEAP application and award letter, fill in the total award amount for all proposed LEAP activities.

**2. Task:** Utilizing Attachment 1: Project Timeline and Budget from the LEAP application, fill in all project level tasks. Do not fill in sub-tasks. For example, an application might include a project level task to prepare and adopt a downtown specific plan. In this case, simply fill in downtown specific plan and do not fill in sub-tasks such as outreach, traffic studies, drafting and adoption.

**3. \$ Amount Awarded:** Utilizing Attachment 1: Project Timeline and Budget from the LEAP application, fill in the total amount awarded for each project level task.

**4. \$ Cumulative Reimbursement Requested:** Utilizing reimbursement requests sent to the Department, add up all requested amounts for each project level task. Note, this is reimbursement “requested” and not reimbursement “received”. At the time of reporting, some reimbursement requests may be in process. The table does not need to address reimbursements in process.

**5. Task Status:** Provide a brief description of the status of project level tasks. This description should address recently completed, upcoming milestones, anticipated completion dates and any schedule slippage. In addition, task status may express progress as a percentage of completion (e.g., 50% complete).

**6. Other Funding:** Note any other funding sources by amount being utilized to complete each project level task. If no other funding sources are being utilized, enter N/A. Examples of other funding includes SB 2 planning grants program, SB 1 sustainability planning grants program and local general funds.

**7. Notes:** Enter any other relevant information related to progress and impacts such as reasons for delays, anticipated numerical outcomes, etc.

**8. Summary of Entitlements, Building Permits and Certificates of Occupancy:** These tables will auto-populate from Table A2.

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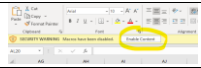


e closest known intersection.



tions:

## Frequently Asked Questions

Can I leave a row blank?	Yes, you may leave blank rows in between rows that have information. However, you may not leave more than 10 rows in a row blank in between rows with information.
How do I delete rows?	Click on a cell in the row(s) and type <b>Ctrl-d</b> . Note: Macros must be enabled 
Why are the rows not summing correctly?	The summary tab and sum rows only include activities that occurred during the <b>reporting year</b> , according to the year entered in the "Start Here" tab.
Why are some cells highlighted yellow or green?	<b>Yellow Cells:</b> Required cells for each row become highlighted yellow once any cell in the row contains a character. The affordability descriptions become highlighted and required once any lower or moderate income units are entered into the form. <b>Green Cells:</b> Cells highlighted green are where you indicate the number of units by affordability. This is required for any project in Table A. This is also required for the <b>applicable</b> sections (completed entitlement, issued building permits, issued certificates of occupancy) of Table A2. For example, if a project in Table A2 was issued a building permit, but not an entitlement or certificate of occupancy during the reporting year, you would enter the unit count in one of the green cells in the building permit section only. You may leave the other sections blank even though they are highlighted green, since they wouldn't apply to this example. Once a value is entered into this range, the range will no longer be highlighted green.
Why are the date cells highlighted red?	Cells can be highlighted red for two reasons: <b>Date cells:</b> Sometimes, dates that are copied and pasted into this form are formatted as text. When pasting dates into the form please paste with the "match destination formatting" option. If the date cells are still highlighted red, they contain text. These must be converted to dates. To do so, open a blank workbook and paste in the dates that are formatted as text. In an adjacent column, enter the function =DATEVALUE and refer the function to the cell with date formatted as text. This will result in a 5-digit number. Copy and paste these 5-digit numbers back into the APR form, then change the format of the cells to "Short Date" (i.e., 3/4/2012). <b>Text cells:</b> Cells can also be highlighted red if the length of the text entered into the cell exceeds the character limit.
Can the same project be included in both Table A and Table A2?	Yes. Table A tracks all <b>applications</b> for residential development that were received and deemed complete during the reporting year. Table A2 tracks all <b>entitlements, building permits, and certificates of occupancy</b> for residential development that were issued in the reporting year. If a project was applied for and received entitlements, building permits, and/or certificates of occupancy during the reporting year, that project would be listed in both Table A and Table A2.
What if I have nothing to report?	At minimum, the "Start Here" tab and Table D must be completed. If you have nothing to report in any of the other tables, please leave them blank, do <b>NOT</b> put N/A or something similar.
How do I correct or update the values in Table B?	Table B contains data HCD has received from prior APR submittals as of October 6, 2020. If the numbers do not match your records, please contact HCD.
Do I need to take the form to my Council or Board prior to submitting the APR?	Government Code section 65400 requires the planning agency to provide this report to the legislative body (i.e. local Council or Board), HCD, and OPR by April 1 of each year. The statute does not specify in which order they be provided, and HCD does not require the report to be submitted to the legislative body prior to submitting it to HCD.
Can I use this form for a prior year?	You can use this form for 2018 -2020. Make sure to change the reporting year in row 5 of the "Start Here" tab. Table G is not required for 2018. Table H and LEAP are not required for 2018-2019. For the years 2017 and prior, you must use the old version of the APR. Please contact HCD at <a href="mailto:apr@hcd.ca.gov">apr@hcd.ca.gov</a> to obtain.
Does submitting the Housing Element APR fulfill the requirements of submitting a General Plan APR?	No. Government Code section 65400 requires jurisdictions to also submit a General Plan Annual Progress Report to OPR and HCD. These can be emailed to <a href="mailto:opr.apr@hcd.ca.gov">opr.apr@hcd.ca.gov</a> and <a href="mailto:APR@hcd.ca.gov">APR@hcd.ca.gov</a>

Please Start Here

General Information	
Jurisdiction Name	Oroville
Reporting Calendar Year	2021
Contact Information	
First Name	Amy
Last Name	Bergstrand
Title	Management Analyst III
Email	abergstrand@cityoforoville.org
Phone	5305382584
Mailing Address	
Street Address	1735 Montgomery Street
City	Oroville
Zipcode	95965

**Optional:** Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

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**Optional:** This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

**Optional:** Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

**Optional:** This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

### Submittal Instructions

**Please save your file as Jurisdictionname2021 (no spaces).** Example: the city of San Luis Obispo would save their file as SanLuisObispo2021

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

**1. Online Annual Progress Reporting System - Please see the link to the online system to the left.** This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov) and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is [opr.apr@opr.ca.gov](mailto:opr.apr@opr.ca.gov).*

**2. Email -** If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov) and to OPR at [opr.apr@opr.ca.gov](mailto:opr.apr@opr.ca.gov). Please send the Excel workbook, not a scanned or PDF copy of the tables.















Jurisdiction	Orville	
Reporting Year	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	06/15/2014 - 06/15/2022

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**  
 (CCR Title 25 §6202)

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
 Please contact HCD if your data is different than the material supplied here

Table B													
Regional Housing Needs Allocation Progress													
Permitted Units Issued by Affordability													
		1	2								3	4	
Income Level		RHNA Allocation by Income Level	2014	2015	2016	2017	2018	2019	2020	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	419	-	-	-	-	-	-	-	366	-	376	43
	Non-Deed Restricted		-	2	8	-	-	-	-	-	-		
Low	Deed Restricted	284	50	-	-	-	-	1	-	137	-	205	79
	Non-Deed Restricted		7	4	6	-	-	-	-	-	-		
Moderate	Deed Restricted	306	-	-	-	-	-	-	-	-	-	-	306
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-		
Above Moderate		784	14	11	1	3	9	56	51	105	-	250	534
Total RHNA		1,793											
Total Units			71	17	15	3	9	57	51	608	-	831	962

Note: units serving extremely low-income households are included in the very low-income permitted units totals and must be reported as very low-income units.  
 Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will include units that were permitted since the start of the planning period.  
 Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

(CCR Title 25 §6202)

<b>Jurisdiction</b>	Oroville	
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)

**Table D**

**Program Implementation Status pursuant to GC Section 65583**

**Housing Programs Progress Report**

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
<p><b>Policy 1.1 Encourage Home Ownership</b></p>	<p><b>Action 1.1.1: Provide homebuyer and first-time homebuyer assistance up to \$100,000 or 45% of the purchase price of the home; whichever is less. The maximum purchase price allowed is \$200,000; for each qualified household, with a goal of assisting five units per year. However, these terms are subject to change with program guideline chnages and a city council action item.</b></p>	<p><b>Application to be made annually, subject to the State application cycle.</b></p>	<p><b>The City was awarded HOME funding in 2019 in the amount of \$1,000,000. City applied for and we have heard was awarded \$1,000,000 of 2020 CDBG NOFA, no award letter has been received nor standard agreement executed. City applied for \$1,650,000 for Mortgage Assistance in the 2019 CalHOME NOFA and was NOT funded.</b></p>
<p><b>Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.</b></p>	<p><b>Action 1.2.1: Continue to work with the Butte County Homeless Coalition Continuum of Care Coalition to reduce the number of homeless individuals in the area.</b></p>	<p><b>Throughout the planning period.</b></p>	<p><b>City Council has a member and alternate member on the Butte County CoC which meets at a minimum monthly to further CoC objectives that are then brought back to the city council and city staff to consider.</b></p>

<p><b>Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.</b></p>	<p><b>Action 1.2.2: Ensure that City zoning regulations for emergency shelters, transitional and supportive housing, and Single Room Occupancy (SRO) housing facilitate these uses consistent with state law, and provide assistance with grant applications for the development of new facilities to serve the homeless.</b></p>	<p><b>Continue to assist sponsors with applications for special needs housing on a project-by-project basis throughout the planning period.</b></p>	<p><b>On May 6, 2014, the City Council adopted Ordinance No. 1804 to amend the City's Zoning Code for fulfilling objects as specified in the 2009-2014 Housing Element of the General Plan. The ordinance included regulations for emergency shelters, transitional and supportive housing, and SRO's to ensure consistency with state law. Additionally, the City has a temporary ordinance allowing RVs and mobile homes on residential lots to alleviate the acute housing shortage caused by the Paradise Camp Fire and now the Bear Fire.</b></p>
<p><b>Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.</b></p>	<p><b>Action 1.2.3: Maintain and publicize a comprehensive listing of housing developments that serve low-income households, persons with disabilities, and other special needs populations.</b></p>	<p><b>The City provides updated lists to public entities and special service organizations annually and as requested. Additionally, the list is updated and posted on the City's website and shared with the Butte County Housing Authority as changes occur.</b></p>	<p><b>There is an updated list of affordable housing projects on the City's website under Services/Housing Development/Affordable Housing in Oroville.</b></p>
<p><b>Policy 1.3: Continue to facilitate the provision for housing for persons with disabilities and for persons with limited or restricted mobility to enhance accessibility and mobility</b></p>	<p><b>Action 1.3.1: In accordance with the requirements of SB 520, the City will continue to allow for administrative approval of exceptions in land use regulations to provide reasonable accommodations for housing for persons with disabilities.</b></p>	<p><b>Continue to process requests for reasonable accommodation expeditiously throughout the planning period.</b></p>	<p><b>Ordinance No. 1804 also created an administrative mechanism for a disabled person to file a request for reasonable accommodation to make specific housing available to one or more individuals protected under the Fair Housing Laws.</b></p>
<p><b>Policy 1.4: Facilitate the production of farmworker housing in the City.</b></p>	<p><b>Action 1.4.1: Continue to ensure that local zoning, development standards, and permit processing procedures for farmworker housing do not conflict with Health and Safety Code Sections 17021.5 and 17021.6.</b></p>	<p><b>Throughout the planning period.</b></p>	<p><b>Ordinance No. 1804 also included provisions to allow farmworker and migrant housing consistent with Health and Safety Code Section 17021.6.</b></p>

<p><b>Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.</b></p>	<p><b>Action 2.1.1: Continue to monitor the development review process to ensure that the City's review and approval (timing and cost) do not constrain residential development including multi-family and housing affordable to low- and moderate- income households. If the City's review and approval processes are found to unreasonably constrain development, the City will take action to amend the process or establish guidelines and other mechanisms to promote increased application certainty and reduce processing time to the extent feasible.</b></p>	<p><b>Annual review as part of the Housing Element Annual Report.</b></p>	<p><b>The City offers concurrent processing to streamline the development process and the zoning ordinance provides development incentives for low income housing including fast-track processing and density bonuses. Pre-application / development review meetings help to minimize processing times by bringing all applicable agencies/City departments to one meeting to discuss a project, giving developers all information upfront to ensure a successful project completion.</b></p>
<p><b>Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.</b></p>	<p><b>Action 2.1.2: Track Housing Element implementation progress as part of the annual housing report submitted to the State Department of Housing and Community Development (HCD).</b></p>	<p><b>Submit update annually in accordance with state law.</b></p>	<p><b>In compliance.</b></p>
<p><b>Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.</b></p>	<p><b>Action 2.1.3: Periodically survey development application, plan check and inspection fees, impact fees and utility connection fees of other cities in the Butte County area to ensure that these City fees are reasonably related to the cost of services provided.</b></p>	<p><b>Fee surveys every two years.</b></p>	<p><b>On April 21, 2015 the City Council adopted Resolution No. 8353 updating its development impact fees in accordance with the findings of the City of Oroville Development Impact Fee Report completed by Willdan Financial Services on April 16, 2015. On June 7, 2016, the City Council updated the Community Development Department's portion of the City's Master Fee Schedule to adjust for inflation using the annual percentage change in Consumer Price Index. The development impact fees are currently in the process of being updated, and the City's Master Fee Schedule was last updated on June 7, 2020. The City Council adopted Ordinance No. 1843 on June 2, 2020 establishing a fee deferral program.</b></p>

<p><b>Policy 3.1: Ensure that the City's inventory of residentially-zoned land is sufficient to accommodate development for all housing types and income levels commensurate with growth needs and the the Regional Housing Needs Assessment (RHNA).</b></p>	<p><b>Action 3.1.1: Perform regular updates to the City's GIS system to track development and maintain an accurate list of vacant residential land in the City.</b></p>	<p><b>Annual updates</b></p>	<p><b>The City regularly maintains a list of vacant lands that are shared with the development community and updated by GIS Staff.</b></p>
<p><b>Policy 3.1: Ensure that the City's inventory of residentially-zoned land is sufficient to accommodate development for all housing types and income levels commensurate with growth needs and the the Regional Housing Needs Assessment (RHNA).</b></p>	<p><b>Action 3.1.2: Continue to implement the no net loss provisions of AB 2292 to ensure the availability of adequate sites to accommodate the City's share of regional housing needs throughout the planning period.</b></p>	<p><b>Ongoing throughout the planning period.</b></p>	<p><b>On March 15, 2015, the City Council adopted an update to the City's zoning code and map which rezones many properties to coincide with the General Plan land use designations approved by the City in 2009. Many properties previously zoned for strictly commercial purposes now permit multi-family, high-density residential development.</b></p>
<p><b>Policy 3.1: Ensure that the City's inventory of residentially-zoned land is sufficient to accommodate development for all housing types and income levels commensurate with growth needs and the the Regional Housing Needs Assessment (RHNA).</b></p>	<p><b>Action 3.1.3: Coordinate an annual workshop with the Oroville Economic Development Corporation and its members to identify the housing needs of employees in the community in order to ensure that the City's land use plans support development of housing suitable for the local workforce as part of the City's overall economic development program.</b></p>	<p><b>Annual workshops throughout the planning period.</b></p>	<p><b>The City attended this year but was not a sponsor.</b></p>



<p><b>Policy 3.2: Provide technical assistance to developers, nonprofit organizations, or other qualified private sector interests in seeking federal and state financing for affordable housing, including units affordable to extremely low income households and supportive housing for persons with developmental disabilities.</b></p>	<p><b>Action 3.2.1: The City will actively work with interested developers to identify sources of funding and provide technical assistance in seeking funding for the construction of new affordable multi-family housing, including units for large family households, extremely-low-income households, and persons with developmental disabilities. Funding to be pursued includes tax-exempt mortgage revenue bonds; HCD's Multifamily Housing Program; and low-income housing tax credits (LIHTC). The City shall also assist by providing letters of support for funding applications during the application process to increase the chances of a project receiving a funding award.</b></p>	<p><b>Monitor grant funding opportunities annually, provide assistance to affordable housing developers upon request, and continue to notify developers of funding opportunities as they arise throughout the planning period.</b></p>	<p><b>The City was awarded HOME funding for the development of the Sierra Heights Project for seniors. This project is currently under construction and should receive a certification of occupancy in march 2021. There will be 42 units for extremely low income seniors. Additionally, the City is applied for 2019 AHSC grant funding in the approximate amount of \$17,000,000 to build an affordable family project on Table Mountain and Nelson, this project was NOT funded. The City is also working with the Veteran Housing Development Corporation to develop a supportive housing, multifamily project for low-income, 60% and below AMI Veterans. Also, the City has donated land to the Veterans Housing Development Corporation in order for them to build 12 townhomes to sell to income qualified Veterans along with 7 single family homes that the Veterans Development Corp will rehab and sell to income qualified veterans all under 80% AMI. City worked with developers, who applied and were award tax credits for 5 affordable, multi-family projects. This will bring 312 low-very low income units to Oroville over the next two years.</b></p>
<p><b>Policy 4.1: Protect existing residential neighborhoods from deterioration and encroachment of incompatible or potentially disruptive land uses and/or activities.</b></p>	<p><b>Action 4.1.1: Seek code enforcement grants to augment current code enforcement activities to supplement the graffiti removal program, to fund neighborhood clean-up fairs, and general code enforcement and community beautification efforts. Utilize neighborhood resources, including neighborhood groups to supplement City code enforcement activities. Where possible, link code enforcement activities to available funding for improvements and correction of violations.</b></p>	<p><b>Throughout the planning period.</b></p>	<p><b>The City of Oroville included \$279,000 in funding for Code Enforcement in its 2017 CDBG Grant and will continue to look for additional grant funding. Additionally, the City had developed a task force that will combine Municipal Law Enforcement Officers, Code Enforcement officers and staff from Parks and Trees that will be proactive in identifying code related issues, citing and enforcement codes. City was awarded CalOES funds to assist with the hiring or additional code enforcement officers.</b></p>

<p><b>Policy 4.2: Ensure adequate public facilities to support the development of housing.</b></p>	<p><b>Action 4.2.1: Install an upgrade public service facilities (streets, curb, gutter, drainage facilities, and utilities) to encourage increased private market investment in declining, deteriorating and infrastructure-deficient neighborhoods.</b></p>	<p><b>Continuous and ongoing throughout the planning period.</b></p>	<p>The City is continually evaluating public facilities to ensure they are not declining or deteriorating. Major infrastructure improvements to sewer, storm water, and roads are based on condition, demands, and future needs. Impact fees are used to make the infrastructure investments to support growth, infill, and desiccation. The City and SCOR, the sewer treatment facility for the area, has been looking for grant funding to prepare for an expansion in order to keep up with the growth in the City since the Camp Fire and well as to run more efficiently.</p>
<p><b>Policy 4.3: Facilitate housing rehabilitation and stabilize existing neighborhoods, particularly those with high foreclosure and vacancy rates.</b></p>	<p><b>Action 4.3.1: To the extent funding is available, purchase abandoned homes, and provide rehabilitation assistance to improve deteriorated neighborhoods.</b></p>	<p><b>Annual grant applications.</b></p>	<p>Since the RDA has dissolved, the City does not have funding to proactively purchase abandoned homes to rehabilitate but is certainly looking for situations where there may be funds to cure properties in foreclosure and/or to receive via Deed in Lieu, that make sense financially. In circumstances where it is financially feasible, the City will foreclose on properties that are in default to take back to either sell at market rate or rehab and sell to low income. The housing stock that the city has accumulated by Foreclosure have been approved for transfer to the Veterans Housing Development Corp in order for them to sell to low and extremely low income veterans.</p>
<p><b>Policy 4.3: Facilitate housing rehabilitation and stabilize existing neighborhoods, particularly those with high foreclosure and vacancy rates.</b></p>	<p><b>Action 4.3.2: The City shall continue to support the Owner Occupied Single Family Rehabilitation Program. The City expects to fund the rehabilitation of approximately 5 units over the next planning period.</b></p>	<p><b>Continuous and ongoing.</b></p>	<p>The City has no current grant funding for this activity. The City expects to assist no more than 3 rehabilitations over the next planning period using CalHome Program Income</p>

<p><b>Policy 4.4: Encourage the preservation of the existing affordable housing stock in the City.</b></p>	<p><b>Action 4.4.1: Continue regular contact with the California Housing Partnership Corporation (CPHC). The City will continue to pursue State and Federal funding sources such as the HOME, CDBG, and multi-family housing program (MHP) to assist the preservation of at-risk units. The City shall maintain dialogue with developers and on-site managers and shall continue to be a source of information and technical assistance to potential purchasers and tenants of properties that could potentially convert to market rate. Ensure that all owners and managers of affordable housing are provided with applicable state and federal laws regarding notice to tenants of the owner's desire to opt-out or prepay.</b></p>	<p><b>Throughout the planning period.</b></p>	<p><b>This program will be continued as funding becomes available.</b></p>
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<p><b>Policy 5.1: Support the intent and spirit of equal housing opportunity and the Fair Housing Act.</b></p>	<p><b>Action 5.1.1: Require that all recipients of locally administered housing assistance funds acknowledge their responsibilities under fair housing law and affirm their commitment to the law. Coordinate and host regular workshops as a supplement to a tenant/landlord education program to provide managers, real estate professionals, and tenants about fair housing laws, race and disability discrimination, and familial status protections. Publicize fair housing and dispute resolution information through flyers/brochures in the lobby of City Hall, in the library, community centers, senior centers, local social service offices, real estate offices, mortgage offices, management offices of housing complexes, and on the City's website.</b></p>	<p><b>The City will engage in continuous and long term monitoring of properties in receipt of locally administered housing funds to ensure compliance; annual workshops.</b></p>	<p><b>This program is continuous and ongoing. City staff has attended updated fair housing training.</b></p>
<p><b>No Name</b></p>	<p><b>Action 5.1.2: The City shall engage in a public noticing campaign to inform persons with disabilities of any age of their ability to locate in senior citizen independent living facilities that are funded with federal funds.</b></p>	<p><b>Public noticing campaign with materials updated annually.</b></p>	<p><b>The City currently has information materials for available senior housing options. The City works with Butte County Housing Authority, Community Action Agency, and other special interest groups to update the information annually. This program is continued.</b></p>
<p><b>Policy 6.1: Encourage residential energy conservation through required compliance with current building codes and incentives for voluntary conservation efforts.</b></p>	<p><b>Action 6.1.1: The City shall continue to require, at a minimum, that all new residential development comply with the energy conservation requirements of Title 24 of the California Administrative Code.</b></p>	<p><b>Throughout the planning period.</b></p>	<p><b>This remains a requirement enforced by the City's Building Department.</b></p>







Jurisdiction	Oroville	
Reporting Period	2021	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	06/15/2014 - 06/15/2022

## ANNUAL ELEMENT PROGRESS REPORT

### Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field  
 Cells in grey contain auto-calculation formulas

**Table F**

**Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)**

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Residential Units									
Mobilehome Park Preservation									
Total Units by Income									



























<b>Jurisdiction</b>	Oroville	
<b>Reporting Year</b>	2021	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	5th Cycle	06/15/2014 - 06/15/2022

<b>Building Permits Issued by Affordability Summary</b>		
<b>Income Level</b>		<b>Current Year</b>
Very Low	Deed Restricted	366
	Non-Deed Restricted	0
Low	Deed Restricted	137
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		105
<b>Total Units</b>		<b>608</b>

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

<b>Units by Structure Type</b>	<b>Entitled</b>	<b>Permitted</b>	<b>Completed</b>
SFA	0	0	0
SFD	0	50	0
2 to 4	0	0	0
5+	0	550	0
ADU	0	4	0
MH	0	4	0
<b>Total</b>	<b>0</b>	<b>608</b>	<b>0</b>

<b>Housing Applications Summary</b>	
Total Housing Applications Submitted:	6
Number of Proposed Units in All Applications Received:	249
Total Housing Units Approved:	12
Total Housing Units Disapproved:	0

<b>Use of SB 35 Streamlining Provisions</b>	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

<b>Units Constructed - SB 35 Streamlining Permits</b>			
<b>Income</b>	<b>Rental</b>	<b>Ownership</b>	<b>Total</b>
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Cells in grey contain auto-calculation formulas

<b>Jurisdiction</b>	Oroville
<b>Reporting Year</b>	2021 (Jan. 1 - Dec. 31)

L

Please update the status of the proposed uses listed in the entity's application for funding and the c 50515.02 or 50515.03, as applicable.

<b>Total Award Amount</b>	\$
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Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested
Infrastructure Planning	\$55,000.00	\$0.00
Blight Study	\$10,000.00	\$0.00

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Tal

Completed Entitlement Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted

Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Certificate of Occupancy Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	



0
0
105
<b>608</b>

Current Year
0
0
0
0
0
0
0
0
<b>0</b>



*e eligible uses specified in Section*

Other Funding	Notes
None	
None	



# City of Oroville

## OFFICE OF THE CITY ADMINISTRATOR

1735 Montgomery Street  
Oroville, CA 95965-4897  
(530) 538-2433 FAX (530) 538-2468  
[www.cityoforoville.org](http://www.cityoforoville.org)

### Monthly Department Report February 2022

#### **BUILDING**

- Permits Issued – 67
- Applications Received - 77
- Total Permits Finalized – 46
- Business Licenses/Occupancies Issued – 5 (1 new business/ 2 owner change/1 location change)
- Permit violations generated by Code Enforcement: \$782.00

#### **CODE ENFORCEMENT**

**February 1, 2022 – February 28, 2022**

<b><u>CODE ENFORCEMENT ACTIVITIES</u></b>	
Total Active Code Enforcement Cases	275
Cases Closed	136
New Cases Opened	128

<b><u>NEW CODE ENFORCEMENT CASES/ CASE DESIGNATIONS</u></b>	
Abandoned Vehicle Abatement	57
Building Code Violation(s)	28
Graffiti	3
Multi-Family	6
Public Nuisance(s)	38

Sub-Standard Housing	1
New Vacant Building Monitoring	0

**Additional Highlights for February:**

- This month Code Enforcement opened twenty-eight Building Code Cases. Eighteen of the twenty-eight cases were for subjects doing construction without a permit.
- Subjects caught doing construction without a permit pay “Double Fees” when the permit is issued. The remaining 10 cases involved businesses operating without a business license.
- Code Enforcement opened fifty-seven AVA cases. Many of these cars were towed under the abandoned vehicle abatement program and the remaining cars were abated by the registered owner.
- Code Enforcement stepped up clearing cases involving complaints of the Ruddy Creek project and the vacant lot east of the old Roplast now known as Pre-Zero US Packaging. Code Enforcement.
- Code Enforcement continued their efforts on dealing with substandard houses by serving an abatement warrant at 2365 C Street, Oroville. The property was secured by the Oroville Police. Code Enforcement, Public Works and City Works worked together under my direction to tow multiple vehicles, remove forty-four thousand nine hundred pounds of junk trash and debris from the location and board up this home. I anticipate this home along with four other homes to enter the receivership property soon.
- I, Ronnie Belser did presentations for the Parks Commission about Law Enforcements and Code Enforcements role in our cites parks from 2019-2021. I also did a presentation for Feather River Parks and Recreation on safety when abating transient camps, homelessness solutions and the important of partnerships to solve city blight.

**PLANNING**

- Daniel (Danny) Kopshever started on March 1 as our newest Assistant Planner, and is rapidly handling plenty of projects and other planning duties.
- The first draft of the Housing Element is ready to go to HCD for a preliminary review prior to public review of the document. Council must approve the finished product by the end of June 2022;
- Supported the February Development Review Committee (DRC) meeting and February Planning Commission meetings. Projects reviewed included a Tractor Supply Tentative parcel map, the proposed massage ordinance, a Use Permit for used car dealer Paradise Motors, a second review of the proposed Dutch Brothers #2, and a potential new award for exemplary historic preservation.

- Currently reviewing 9 active planning and building permit applications including sign, zoning compliance, solar, rezoning and use permits.
- Reviewing or completed reviewing of 18 separate event, home occupation and other administrative permits.
- Addressed dozens of phone, walk-in and email inquiries. This includes potential annexation, and industrial inquiries, plus many ADU, fence, and other residential inquiries.
- The Southside Revitalization Advisory Group kicked off on February 17 with 20-30 significant opinion leaders, business leaders, property owners and city staff. The first priorities for collaborative attention include setting up Neighborhood Watch groups and jointly working on trash cleanups. The next meeting should be the end of March.
- Blight windshield survey in South Oroville, completed in February by RSG, funded by SB2 grant. The data will help identify problem properties and develop a revitalization strategy that includes the Opportunity Zone and possibly a Community Revitalization and Investment Authority (CRIA).
- Ruddy Creek annexation into the CSD's and LLMAD's approved by Council on March 1.
- In process—Zoning code updates for fences, ADU's, street vendors, massage establishments, small lot development standards, and Bingo games.
- Reviewing General Plan consultant proposals for VMT incorporation into Transportation Element and greenhouse gas emissions inventory.
- Ongoing discussions with several potential residential, commercial, and industrial prospects as part of the city's ongoing economic development efforts.

**ENGINEERING DEPARTMENT**

**PROJECTS AND OTHER ACTIVITIES**

<b>Project or Activity</b>	<b>Recent Activity</b>	<b>Next Milestone</b>
NorthStar PSA	Preparing two new TO	Council Approval
SC-OR Ruddy Crk L.S.	Review of 60% plans	Jurisdiction Review
Ruddy Creek Sub	Phasing discussions	Review phased plans
Pavement Rehab 2022	TO for NorthStar	Topo Surveying Beginning
Mono Ave Apts.	Request for Waiver of Parcel Map	Planning Commission
CEQA Adoption of VMT vs LOS	Staff has been working to resolve	Support Planning
Linkside SD Lift Station	Comm with Golf Course	Revise Trigger Levels

<b>Project or Activity</b>	<b>Recent Activity</b>	<b>Next Milestone</b>
Table Mountain Blvd Art Wall	The wall is being incorporated into the frontage improvements for Olive Ranch.	Revisit Hatchery to Montgomery
Portland Loos	The Loos have been delivered	Rolls, Anderson, and Rolls produced PS&E.
Dutch Bro's.	Plan Submittal	Plan Review
Riverbend Apartments Ph 1	Construction has begun.	Completed
Riverbend Apartments Ph 2	Plan Submittal	Construction to begin soon
Mitchell Ave. Senior Apartments Ph1	Construction has begun.	
Mitchell Ave Sr Apartments Ph 2	Grading and Encroachment permits issued	Full plan approval.
Linkside II Subdivision	Plans approved. Final map under review.	Construction anticipated to begin soon.
Mission Olive Grove Subdivision	Developer does not want street vacated.	Staff to produce punch list.
The Bluffs Subdivision	Staff continues to work with the owners to resolve the problems they have with sewer and storm drains.	Developer will correct deficiencies prior to the City accepting the facilities.
Olive Ranch Apartments Phase I	Construction is underway.	
Olive Ranch Apartments Phase II	Encroachment Permit issued for frontage improvements	
Olive Ranch Apartments Phase III	Application for permits and Waiver of Parcel Map	
Rte. 162 Ped-Bike-Mobility	Staff has worked with our consultants to resolve RW issues. Environmental work completed.	Development of PS&E. Discussions with property owners regarding RW.
Construction Management RFP	Samples of RFP collected from other cities.	Post RFP.
Prospect View		Applications
Elgin & Fort Wayne Topography and Drainage (South Oroville Drainage)	Staff has issued a T.O. to Gilbert Engineering	Wait of Topographic Survey
Tractor Supply TSM	Approved by Planning Comm	

<b>Project or Activity</b>	<b>Recent Activity</b>	<b>Next Milestone</b>
Parkside Drainage	Research of situation	Aid in resolution of civil matter.
5 <sup>th</sup> Avenue Traffic Study	Petition Received from Citizen	Conduct Study
Pomona Traffic Study	Petition Received from Citizen	Conduct Study/

**PARKS, TREES, & STREETS DEPARTMENT**

The following is a list of things we are working on or accomplished in February:

- Cleaning parks and green areas on a routine basis
- Conducted and attended numerous trainings and safety meetings
- Worked in all LLAD areas cleaning, pruning, and weeding
- Ran street sweeper on a regular basis
- Trimming small and medium sized trees for site clearances
- Install numerous street, regulatory, and warning signs
- Spray herbicides in various areas around the City including roadsides and airport
- Grinded stumps in various locations
- Spent 107 crew hours cleaning and repairing graffitied and vandalized areas throughout the parks and other facilities
- Filled over 101 potholes
- Picked up illegally dumped items on a routine basis throughout town; assisted Code Enforcement and the City Works Crew with private property clean-ups
- Dugout, formed, poured concrete on Montgomery St, and on Veatch St
- Picked up leaves under the City Leaf Program. Picked up numerous leaf piles throughout town
- Make repairs on the walking path along Table Mountain hillside
- Continued cleaning and putting in base rock in alleys
- Started running through numerous irrigation systems and making repairs
- Put insecticide on various trees around town
- Cleaned, prepped, and worked Chinese New Year event at the Chinese Temple
- Planted 104 trees in various areas within the City

This is a partial list and does not include some of the smaller or remedial tasks that we conduct on a day-to-day basis.

**BUSINESS ASSISTANCE & HOUSING DEVELOPMENT DEPARTMENT**

- Credit Reporting Maintenance (ongoing)
- Loan Portfolio Monitoring (ongoing)
- Housing Element Update-We received the first draft for review.
- Veteran’s Housing Development Corporation project

- a. 2420 Baldwin Ave. transferred to VHDC currently awaiting permits to begin construction
- b. 3555 Argonaut-VHDC was about to start the rehabilitation on this home but during an inspection, noticed there was significant flooding. Possible insurance claim pending.
- c. 711 Montgomery St.(design)
- d. 1275 Mitchell Ave (design)-waiting for city attorney to complete security documents, Plan on starting construction mid-year 2023, with approximately a one-year construction period until completion.
- CDBG DR-MHP -Received 2 applications from Developer The Richamn Group and Zen Property Management. We are in the process of entering the application and supporting documentation into eCivis (States application software). It would be a Phase I and Phase 2 project on Lincoln St. (122 units total)
- CDBG CV 2&3
  - OCESD Received plans and are working with architect on bidding documents.
  - Community Action Agency has not received any interest in the Utility Payment Assistance Program yet, they are working on updating project flyers hoping to increase awareness.
- Payoffs received fiscal year 21/22 in the amount of \$1,251,506. \$2,568,915
- Current balance of the loan portfolio is \$37,736,888

### **CITY CLERK**

- Processed 36 Public Records Request January 1, 2022 – February 28, 2022
- Agenda Management, Clerking and meeting processing for 14 meetings through February 28, 2022. Upcoming Meetings:
  - Council Meeting – April 5 and 19
  - Planning Commission – March 24
  - Wyandotte Creek GSA –April 28
  - Arts and Parks Commission – April 12
  - SBF Steering Committee – April 27
  - Citizens Oversight Committee – May 24, Possible Special Meeting end of March
- Records Management for Council approved documents
- Received and Processed City Claims
- Continue to work on the City Hall Scanning Project
- Notarized and recorded documents and maps for various departments
- Processed new commission and committee members for Commissions and Committees
- Assisted Departments with Record Searching and retrieval
- Completed updates and changes to City Website related to the Clerks Department, Boards and Commissions.

- Assisted with the redistricting process, notices, and providing the county with needed documents.
- Working on Election Duties for November Election
- Continue to complete other day to day duties of the Clerks Department

### **FINANCE DEPARTMENT**

- Working with Auditors to finalize the City's ACFR (Annual Comprehensive Financial Report).
- Completing the annual State Controller Cities Financial Transaction Report.
- Completed the annual Streets report for the State Controller
- Working with FEMA to close out projects
- Administering employee evaluations
- Software deployment
  - Payroll software, UKG Ready
  - Financial software, Tyler Munis
- Working on a Transient Occupancy Tax Audit

### **HUMAN RESOURCES**

- Recruitments for Assistant Planner, Engineer, Dispatch, Recycling Coordinator, Police Officer, and IT Analyst.
- Preparing for DOT Audit.
- Processing of new hire paperwork
- Filing claims for property damage, follow up
- Investigations
- TargetSolutions Trainings

### **RECYCLING PROGRAM**

- Working with consultant Jennifer Arbuckle to revise policies and procedures.

### **AIRPORT DIVISION**

- Continued forward progress on Runway 2-20 and Associated Taxiways crack seal project
- Weed abatement
- Refreshed paint on Tetrahedron and associated electrical panels
- Fuel testing / tank sumping
- Changed all fuel farm associated filter vessels
- Replaced static grounding reel that was out of compliance
- Arrangements with Butte County AQMD for annual CERS inspections



## **INFORMATION TECHNOLOGY**

- The IT department is down 2 employees and is working to refill those positions.
- Working on wire moves or wire cleanups during the construction at the public safety office.
- The City's cyber insurance company has posted minimum requirements to maintain being insured. There are a few items the IT department needs to address, and we are working to meet those requirements.
- Assisting with the City-wide document scanning project.
- Working with the state to get the Next Generation 911 gear installed at the Police

## **GEOGRAPHIC INFORMATION SERVICES**

- Working with consultant Spatial Solutions on assigning new addresses to new homes and developments.

## **PUBLIC WORKS DEPARTMENT**

### **Fleet Maintenance Division**

- #87 Street Dept. water truck, replace water hose nozzle.
- #503 Police Dept. patrol car, straighten skid plate.
- #55 Sewer Dept. camera van, replace power steering hoses and vacuum pump.
- #508 Police Dept. patrol car, service and reseal transmission solenoid cover and replace headlight.
- #81 Street Dept. street sweeper, replace right gutter broom motor, flat repair, start on replacing water pump
- #33 Park's Dept. 1-ton dump tk. Repair coolant leak.
- Parks dept. misc. repair basketball hoop.
- #113-E1 Fire Dept. pumper, finish service, repair air brake leaks, check foam system, repair hose reel switch, replace Q-siren brake
- #79 Street Dept. replace starter.
- #509 Police Dept. patrol car, replace tire and rim and replace headlight.
- #95 Street Dept. New tiger mower, unload off truck.
- #234 Police Dept. detective car. Serviced, check transmission. Slipping bad.
- #114-E2 Fire Dept. pumper, replace rear brakes, replace turn signal switch and lever, clean horn contacts, replace right rear clearance light and guard.
- #23 Street Dept. pickup, service.
- #504 Police Dept. patrol car, replace battery.
- #510 Police Dept. patrol car, service, replace right side transaxle seal
- #50 Sewer Dept. pickup, serviced.
- #517 Police Dept. patrol car, picked up from Ford warranty repaired.
- #520 Police Dept. patrol car, serviced.
- #514 Police Dept. K-9 patrol car, replace battery and replace broken shock.
- #51 Sewer Dept. pickup, service. Replace lower radiator hose.

- #29 Street Dept. flat repair, replace driver's door inside handle.
- #501 Police Dept. patrol car, find problem with the front end going out of alignment, front end alignment.
- #53 Sewer Dept. Vac-Con, adjust belt on sewer water pump.
- Shop misc. set up shelf in shop.
- #161 Sewer Dept. dump bed trailer. Start on replacing tires and 2-wheel studs.
- #507 Police Dept. patrol car, replace battery.
- #231 Police Dept. patrol car, start on replacing driver's door window regulator.
- #21 Street Dept. 1 ton dump tk. Replace front brakes.

## **SEWER DIVISION**

- Sewer pump station functional tests Mondays, Wednesdays and Fridays
- Monthly electrical generator and alarm system functional tests
- Monthly and bi-monthly "hot spot" sewer line cleaning
- USANorth utility locates daily
- Ongoing condition assessment via sewer line cleaning and CCTV inspections
- Sewer tap Broderick St.
- Grease and debris removal from wet-well at Orangewood pump station

## **ELECTRICAL**

- Traffic signal maintenance and functional checks
- Street light inspections once per week during night hours
- Convention Center lighting repairs
- Electrical circuit installation for Convention Center basement
- Repaired corp. yard electric gate
- Airport lighting maintenance and repairs

## **ARTS COMMISSION:**

- At the February 8th meeting, we welcomed two new Arts Commissions, Misty Rayome and Jennifer Beers. The Committee approved the purchase of bronze plaques for recognition on past and future Art in Public Places projects. Four beautification NOFA projects have been completed, one remaining. Next meeting will be April 12th at 4pm, with a presentation from BAMA- Buttes Artist Mural Association and discussion to release another NOFA.

## **PARKS COMMISSION:**

- At the February 8th meeting, we welcomed two new Parks Commission members, Michael Jones and Mickey Rich. All museums have begun opening in March at limited capacity and following CDC guidelines. We have already scheduled several tours in the upcoming months. They received in depth

presentation from Code Enforcement Director, Ron Belser and a back log report on several Parks related topics. Next general meeting will be April 12th @5:15.Public Safety

**POLICE ACTIVITY:**

- Calls for Service: 2,625
- Officer initiated incidents: 440
- Total Incidents: 3,065
- Total Reports: 324
- Total Arrests:116
- Total Citations:39

**FIRE ACTIVITY:**

- EMS Calls: 291
- Traffic Accidents: 19
- Fires: 13
- Other: 88
- Total: 411

FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional Office  
100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

February 24, 2022

In reply refer to:  
Project No. 2088-CA

Mr. Rath Moseley  
General Manager  
South Feather Water and Power Agency  
2310 Oro-Quincy Highway  
Oroville, CA 95965

Re: Little Grass Valley Dam Risk Reduction Measures During Large Storm Events

Dear Mr. Moseley:

This is in response to Mrs. Kristen McKillop’s letter dated June 22, 2020 that replied to our June 2, 2020 letter requesting a plan for risk reduction measures to prevent overtopping of Little Grass Valley Dam, which is part of the South Feather Power and Water Agency (SFWPA) Project, FERC No. 2088. We have completed a review of the submittal and have the following comments:

1. SFWPA’s response justifies taking no action on any risk reduction opportunities based upon the past performance and operational constraints of the project. There are many instances in dam safety history to indicate these types of justifications are not always successful, and therefore invalid justification for taking no further action. Past performance does not guarantee future performance, nor do written operational procedures guarantee that improper operation of the facility will never occur. Therefore, your justification for taking no action is unacceptable.
2. The Part 12D report indicates that the reservoir has been lowered 1.5 feet to reduce the opportunity for the dam top overtop. However, the Independent Consultant also indicates that this should only be a short-term mitigation option. Based upon this comment, please address the following items:
  - a. Confirm how the 1.5-foot reservoir lowering has been implemented into your standard operating procedures and how the operators are trained to understand this reservoir limitation such that the reservoir will not go above this elevation.

- b. Further evaluate the risk reduction measures recommended by the IC in order to permanently mitigate the concerns for the reservoir rising above the elevation of both the core of the embankment and the crest of the embankment.

Within 30 days of the date of this schedule, please provide a response to comment No. 2 or provide a plan and schedule to address that comment. File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Ricardo Galdamez at (415) 369-3310.

Sincerely,



Frank L. Blackett, P.E.  
Regional Engineer

cc:

Ms. Sharon Tapia, Division Manager  
CA Dept. of Water Resources  
Division of Safety of Dams  
P.O. Box 942836  
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional Office  
100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

March 1, 2022

In reply refer to:  
Project No. 2100-CA

Ms. Gwen Knittweis, Manager  
Hydropower License Planning and Compliance Office  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, California 94236-0001

Re: Plan and Schedule for Recommendations – Flood Control Outlet Non-Linear Analysis

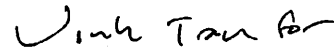
Dear Ms. Knittweis:

This is in response to your letter dated July 13, 2021 that proposed a plan and schedule for addressing recommendations from the Non-Linear Stress Analysis for the Flood Control Outlet at Oroville Dam, which is part of the Feather River Project, FERC Project No. 2100. We have completed our review and the plan and schedule for the submittal of deliverables for the completed recommendations by July 1, 2022 is acceptable.

File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,



Frank L. Blackett, P.E.  
Regional Engineer

cc:

Ms. Sharon Tapia, Division Manager  
Division of Safety of Dams  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION  
Office of Energy Projects  
Division of Dam Safety and Inspections – San Francisco Regional  
Office 100 First Street, Suite 2300  
San Francisco, CA 94105-3084  
(415) 369-3300 Office – (415) 369-3322 Facsimile

March 2, 2022

In reply refer to:  
Project No. 2088-CA

Mr. Rath Moseley  
General Manager  
South Feather Water and Power Agency  
2310 Oro-Quincy Highway  
Oroville, CA 95965

Re: 2021 Emergency Action Plan Status Report

Dear Mr. Moseley:

This is in response to a letter dated December 6, 2021 from Mrs. Kristen Mckillop that submitted the 2021 Annual Emergency Action Plan (EAP) Status Report for the South Feather Water and Power Project, FERC No. 2088. We have reviewed the submittal, and we have the following comment which should be addressed with the next annual EAP Status Report:

- Please remove John Onderdonk and Ricardo Galdamez from the EAP binder holder list.

File your submittal using the Commission's eFiling system at <https://www.ferc.gov/ferc-online/overview>. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at [FERCOnlineSupport@ferc.gov](mailto:FERCOnlineSupport@ferc.gov), (866) 208-3676 (toll free), or (202) 502-8659 (TTY).



We appreciate your cooperation in this aspect of the Commission's public safety program. If you have any questions, please contact Mr. Ricardo Galdamez at (415) 369 3310.

Sincerely,



Frank L. Blackett, P.E.  
Regional Engineer

cc:

Ms. Sharon Tapia, Division Manager  
Division of Safety of Dams  
California Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236-0001

DATE: March 4, 2022

TO: STATE, CITY AND LOCAL OFFICIALS

**NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO CHANGE RATES FOR ITS ENERGY EFFICIENCY APPLICATION (A.22-02-005)**

**Acronyms you need to know**

**PG&E:** Pacific Gas and Electric Company

**CPUC:** California Public Utilities Commission

**Why am I receiving this notice?**

On February 15, 2022, PG&E filed its Energy Efficiency application as required by the CPUC. The application proposes \$1.4 billion to be collected in rates over a 4-year period from 2024 through 2027 to continue funding energy efficiency programs for customers in PG&E's service area and statewide. The amount included in this application is less than the amount currently in electric rates, resulting in a rate decrease for electric customers.

The application also includes a strategic business plan for 2024 through 2031 but does not seek approval of a revenue requirement for years 2028 through 2031.

**Why is PG&E requesting this rate change?**

The application describes PG&E's plans to provide energy efficiency services to residential, commercial, public, industrial, and agricultural customers and support more efficient building codes and appliance standards. These programs will support California's 2045 carbon neutrality goal, the ability of customers to manage their own energy usage and reduce reliance on backup power during outages.

As required by the CPUC, PG&E's application also includes funding for energy efficiency programs managed by Community Choice Aggregators and Regional Energy Networks. Approximately 20% of PG&E's revenue request will be passed on to Community Choice Aggregators and Regional Energy Networks.

Overall, the goal of the application is to ensure customers continue to receive clean, safe, reliable, and affordable electricity.

**How could this affect my monthly electric rates?**

Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services.

In the year 2027, which is the year of the highest impact, the bill for a typical residential customer using 500 kWh per month would decrease from \$151.53 to \$151.17, or 0.2% compared to rates currently in effect.

Direct Access and Community Choice Aggregation customers only receive electric transmission and distribution services from PG&E. PG&E transmission and distribution charges for these customers would decrease by 0.5% if this application is approved. DA providers and CCAs set their own rates. Check with your DA provider or CCA to learn how this would impact your overall bill.

Another category of nonbundled customers is Departing Load. These customers do not receive electric generation, transmission or distribution services from PG&E. However, these customers are required to pay certain charges by law or CPUC decision. On average, these customers would see a decrease of 2.5%.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

**How could this affect my monthly gas rates?**

Bundled gas customers receive transmission, distribution, and procurement services from PG&E. In 2027, which is the year of the highest impact, the average monthly bill for a typical residential customer averaging 32 therms per month would increase from \$63.06 to \$63.38, or 0.5% compared to rates currently in effect.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

**How does the rest of this process work?**

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt

PG&E's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call 1-415-703-1584, email: [PublicAdvocatesOffice@cpuc.ca.gov](mailto:PublicAdvocatesOffice@cpuc.ca.gov) or visit [PublicAdvocates.cpuc.ca.gov](http://PublicAdvocates.cpuc.ca.gov).

**Where can I get more information?**

**CONTACT PG&E**

If you have questions about PG&E's filing, please contact PG&E at 1-800-743-5000. For TTY, call 1-800-652-4712. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al 1-800-660-6789 • 詳情請致電 1-800-893-9555.

If you would like a copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company  
Energy Efficiency Application (A.22-02-005)  
P.O. Box 7442  
San Francisco, CA 94120

**CONTACT CPUC**

Please visit [apps.cpuc.ca.gov/c/A2202005](http://apps.cpuc.ca.gov/c/A2202005) to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding. Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

**Email:** [Public.Advisor@cpuc.ca.gov](mailto:Public.Advisor@cpuc.ca.gov)

**Mail:** CPUC  
Public Advisor's Office  
505 Van Ness Avenue  
San Francisco, CA 94102

**Call:** 1-866-849-8390 (toll-free) or 1-415-703-2074

Please reference **Energy Efficiency Application (A.22-02-005)** in any communications you have with the CPUC regarding this matter.