



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

March 19, 2024
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

Please review the options below for ways to participate or observe the Council Meetings.

To Observe the Meeting:

1. Live Feed: <https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7IbQ/>
2. Zoom Link: <https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
3. Zoom Application: Meeting ID: 968 7031 9529 Passcode: 67684553
4. By Phone: Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

1. Attend the meeting in person
2. Send an Email by 2:00 PM the day of the meeting to publiccomment@cityoforoville.org. All comments emailed will be provided to the Council Members for their consideration.

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 (1.5) 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.**

CALL TO ORDER / ROLL CALL

Council Members: Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber,
Vice Mayor Eric Smith, Mayor David Pittman

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – Two cases.
2. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider an extension to the agreement related to the following position: City Attorney.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. 2023 YEAR END FIRE REPORT

The City Council will receive the 2023 Year End Fire Report from Chief Chris Tenns.

ACTION REQUESTED - ACCEPT FOR INFORMATION.

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.

REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

CONSENT CALENDAR

Consent calendar **items 1 – 13** 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. DONATION OF HISTORICAL ARTIFACTS TO THE CHINESE TEMPLE

The City Council may consider acknowledging the receipt of a donation to the Chinese Temple.

ACTION REQUESTED – ACKNOWLEDGE RECEIPT OF THE DONATIONS FOR THE CHINESE TEMPLE AND RECOMMEND THAT THE CITY COUNCIL ACCEPT THE DONATIONS.

2. REQUEST TO WAIVE ADMISSION FEE FOR ANTIQUE APPRAISEL EVENT AT THE BOLT'S ANTIQUE TOOL MUSEUM

The Council may consider a request to waive the admission fee for an Antique Appraisal event to be hosted by the Oroville Docent Association at the Bolt's Antique Tool Museum on April 6, 2024.

ACTION REQUESTED - PROVIDE DIRECTION, AS NECESSARY.

3. HOUSING SUCCESSOR AGENCY ANNUAL REPORT

Receive and file the Housing Successor Agency Annual Report for Fiscal Year 2022-23.

ACTION REQUESTED - RECEIVE AND FILE THE HOUSING SUCCESSOR AGENCY ANNUAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2023.

4. HOUSING ELEMENT ANNUAL REPORT

Receive and file the 2023 Housing Element Annual Progress Report

ACTION REQUESTED - RECEIVE AND FILE THE HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR 2023.

5. PERMANENT LOCAL HOUSING ALLOCATION (PLHA) GRANT APPLICATION FOR YEARS 2021 AND 2022

The Council may consider the submittal of an application to the Department of Housing and Community Development (HCD) for the City's 2021 and 2022 share of the PLHA 5-year allocation.

ACTION(S) REQUESTED –

APPROVE THE SUBMITTAL OF A PLHA STREAMLINE GRANT AGREEMENT FOR YEARS 2021 AND 2022.

AUTHORIZE STAFF TO IMPLEMENT THE GRANT IF AWARDED; AND

ADOPT RESOLUTION NO. 9234 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM.

6. OROVILLE CITY EMPLOYEE MORTGAGE ASSISTANCE PROGRAM

[The council may consider authorizing modifications to the Oroville City Employee Mortgage Assistance Program guidelines.](#)

[ACTION REQUESTED - AUTHORIZE REQUESTED MODIFICATION TO THE OCEMAP.](#)

7. RATIFY MEMORANDUM OF UNDERSTANDING WITH BUTTE COUNTY FOR OPHIR ROAD REHABILITATION PROJECT

The Council may consider ratifying the Memorandum of Understanding (MOU) with Butte County for the Ophir Road Rehabilitation Project.

ACTION(S) REQUESTED –

1. APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND BUTTE COUNTY FOR OPHIR RD. REHABILITATION PROJECT.
2. ADOPT RESOLUTION NO. 9235 - A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE COUNTY OF BUTTE FOR THE OPHIR ROAD REHABILITATION PROJECT.

8. PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT GEAR LOCKERS

Council may consider authorizing the Fire Department to purchase personal protective gear lockers in an amount not to exceed \$14,985.00.

ACTION REQUESTED - STAFF RECOMMENDS COUNCIL AUTHORIZE THE FIRE DEPARTMENT TO PURCHASE PERSONAL PROTECTIVE GEAR LOCKERS IN AN AMOUNT NOT TO EXCEED \$14,985.00.

9. FINANCIAL ADJUSTMENT OF CAL WATER ANNUAL FIREFIGHTER GRANT

The Council will consider a financial adjustment to the annual firefighter grant awarded by the California Water Service (Cal Water) for the Oroville Fire Department. This proposed grant, earmarked for the Fiscal Year 2024 (FY24), aims to facilitate the acquisition of 10 handheld thermal imaging cameras and associated equipment.

ACTION(S) REQUESTED -

1. ACCEPT THE INCREASE FOR THE ANNUAL CAL WATER FIREFIGHTER GRANT IN THE AMOUNT OF \$1,151.39.
2. AUTHORIZE THE PURCHASE OF GEAR KEEPERS, RETRACTABLE LANYARDS AND BATTERY CHARGING STATION.

10. PURCHASE OF BOSCH CRASH DATA RETRIEVAL SOFTWARE

The Council will consider the purchase of Bosch Crash Data Retrieval Software and equipment, to be used in support of the Oroville Police Department, which will be used to retrieve information from electronic communication devices within vehicles after an accident. The initial cost of this software, license, and tool kit is \$29,250.00.

ACTION REQUESTED – AUTHORIZE THE PURCHASE OF BOSCH CRASH DATA RETRIEVAL SOFTWARE AND EQUIPMENT.

11. AMENDMENT TO CAPITAL PROJECT TASK ORDER 3 AMENDMENT WITH ROLLS, ANDERSON & ROLLS

The Council may direct staff regarding amending Task Order 3 for the design of three (3) capital improvement projects to include needed geotechnical services.

ACTION REQUESTED - DIRECT THE CITY ADMINISTRATOR TO PROCEED WITH THE TASK ORDER AMENDMENT DISCUSSED ABOVE WITH ROLLS ANDERSON & ROLLS CIVIL ENGINEERS.

12. CALRECYCLE FISCAL YEAR 2023-2024 TDA22 TIRE-DERIVED AGGREGATE GRANT PROGRAM

The Council will consider ratifying the submission to the Cal Recycle 2023-2024 TDA22: Tire-Derived Aggregate Grant Program in the amount of \$228,139.

RECOMMENDATION

Adopt Resolution No. – APPROVAL OF THE CALRECYCLE FISCAL YEAR 2023-2024 TDA22 TIRE-DERIVED AGGREGATE GRANT PROGRAM

13. CALRECYCLE FISCAL YEAR 2023-2024 TRP16 RUBBERIZED PAVEMENT GRANT PROGRAM.

The Council will consider ratifying the submission to the Cal Recycle TRP16: 2023-2024: Rubberized Pavement Grant Program in the amount of \$100,000.

RECOMMENDATION

Adopt Resolution No. – APPROVAL OF THE CALRECYCLE FISCAL YEAR 2023-2024 TRP16 RUBBERIZED PAVEMENT GRANT PROGRAM.

REGULAR BUSINESS

14. PROPOSED STRIPING AND SAFETY IMPROVEMENTS FOR MONTGOMERY STREET

The Council may discuss proposed improvements to Montgomery Street and give direction to staff on how to proceed.

ACTION REQUESTED – PROVIDE DIRECTION TO STAFF ON PROPOSED IMPROVEMENTS.

15. FOURTH OF JULY FIREWORKS CONTRIBUTION OPTIONS

At the request of Mayor Pittman and Council Member Webber, the City Council will discuss and consider making a contribution to the Oroville Economic Alliance to help offset the cost of the annual 4th of July fireworks show.

ACTION REQUESTED - DISCUSS AND APPROVE A CONTRIBUTION AMOUNT TO SUBMIT TO THE OROVILLE ECONOMIC ALLIANCE FOR THE ANNUAL 4TH OF JULY FIREWORKS SHOW.

16. APRIL 18, 2024, CHAMBER OF COMMERCE ANNUAL DINNER AND AWARDS CEREMONY

The Oroville Chamber of Commerce Communications Director has requested that the City Council sponsor one table at their Annual Chamber of Commerce Dinner, due to be held on April 18, 2024. Historically, the City Council has purchased a table for this event.

ACTION REQUESTED - PURCHASE ONE TABLE.

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing and staff will present the item and answer Council questions.
- The hearing is opened for public comment limited to three (3) minutes per speaker. In the event of more than ten (10) speakers, time will be limited to one and a half (1.5) minutes. Under Government Code 54954.3, the time for each presentation may be limited.
- Speakers are requested to provide a speaker card to the City Clerk
- Public comment session is closed and then the Council will debate and take action
- Those wishing to speak at the public hearings below, but unable to attend before 5pm, may request that the council consider holding the public hearing after 5pm by emailing cityclerk@cityoforoville.org or calling 530-538-2535. Please submit request 24 hours before the meeting.
- Individuals may email comments for council consideration to publiccomment@cityoforoville.org

17. 5:00PM - SECOND READING OF ZONING CODE AMENDMENT (ZC) 23-03, AMENDING SECTION 17.12.060 (TREE PRESERVATION), SECTION 17.12.065 (OAK TREE LOSS MITIGATION) AND SECTION 17.48.070 (TREE REMOVAL PERMITS) OF THE OROVILLE MUNICIPAL CODE (OMC)

The Council will consider adopting ZC 23-03, amending the City's oak tree loss mitigation standards, requirements, and applicability as found in Section 17.12.065 of the Oroville Municipal Code (OMC). ZC 23-03 would also amend Section 17.12.060 pertaining to tree preservation requirements and Section 17.48.070 pertaining to the City's tree removal permit requirements.

ACTION(S) REQUESTED -

ADOPT ORDINANCE NO. 1877 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.060 "TREE PRESERVATION", SECTION 17.12.065 "OAK TREE LOSS MITIGATION", AND SECTION 17.48.070 "TREE REMOVAL PERMITS"

ADOPT RESOLUTION NO. 9213 AMENDING THE CITY'S MASTER SCHEDULE OF USER AND REGULATORY FEES BY ADDING AN OAK TREE MITIGATION IN-LIEU FEE TO THE PLANNING FEES

18. 5:00PM - SECOND READING OF ZONING CODE AMENDMENT (ZC) 24- 02; CHANGING THE SECTION'S TITLE FROM SECOND DWELLING UNITS TO ACCESSORY DWELLING UNITS AND AMENDING MUNICIPAL CODE SECTION 17.16.010

The Council will consider adopting ZC 24-02, changing the title of Municipal Code Section 17.16.010 from Second Dwelling Units to Accessory Dwelling Units, and establishing regulations and standards for accessory dwelling units.

ACTION REQUESTED - APPROVE THE SECOND READING AND INTRODUCE BY TITLE ONLY, ORDINANCE 1878 – AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTION 17.16.010 OF THE ZONING ORDINANCE OF THE CITY OF OROVILLE CONSISTENT WITH STATE LAW RELATING TO ACCESSORY DWELLING UNITS.

19. 5:15PM - PUBLIC HEARING - CONTINUED FROM DECEMBER 19, 2023 - FEATHER RIVER RECREATION AND PARK DISTRICT NEXUS FEE STUDY AND PROPOSED FEE INCREASES

The Council shall continue the public hearing, which was initiated on December 5, 2023, continued to December 19, 2023, and again continued to March 19, 2024 with regard to consideration of adopting the Feather River Recreation and Park District Park Impact Fee Nexus Study along with an eight-year phased in approach to implement the new Park impact fees.

ACTION REQUESTED - CONTINUE THE PUBLIC HEARING UNTIL MAY 21, 2024.

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.

FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence
 1. **Monthly Report from the Oroville Police Department**

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on April 2, 2024 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 and YouTube.



OROVILLE FIRE DEPARTMENT

STATISTICS PACKAGE 1/1/2023 to 12/31/2023

OROVILLE FIRE DEPARTMENT

BATTALION 9 RESOURCE RESPONSES

NUMBER OF INCIDENTS BY INCIDENT TYPE

- MEDICAL - **6,358**
- STRUCTURE FIRES - **161**
- VEGETATION FIRE - **253**
- OTHER FIRES - **1,014**
- HAZMAT / HAZARDOUS CONDITIONS -
- PUBLIC ASSISTS - **507**
- ASSIST LAW ENFORCEMENT (OPD) - **2**

TOTAL NUMBER OF INCIDENTS - 8,473



OROVILLE CITY ENGINE RESPONSES

TOTAL RESPONSES - 6, 894

MEDICAL - 5,486

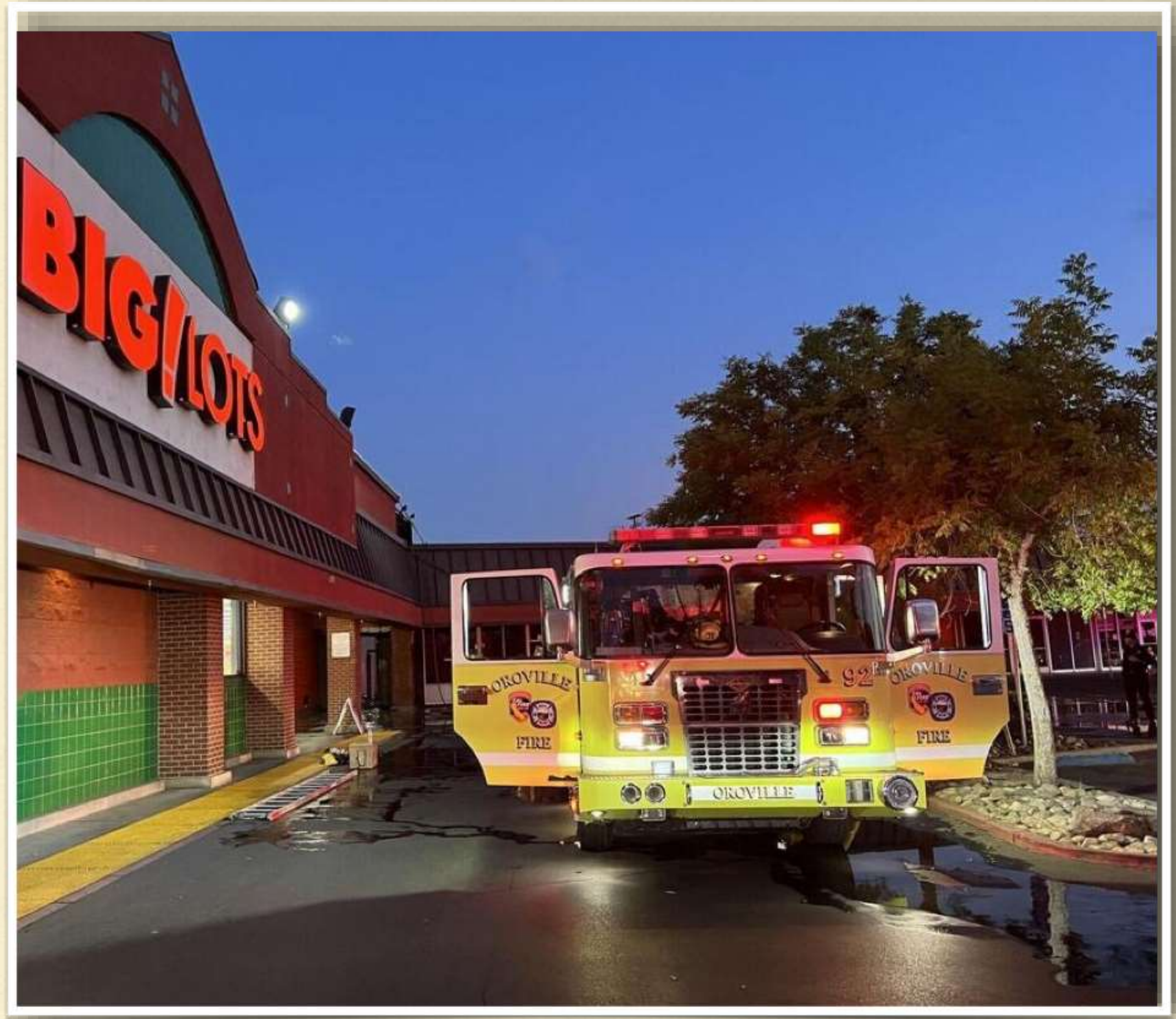
STRUCTURE FIRES - 98

VEGETATION FIRES - 132

OTHER FIRES - 664

HAZMAT/ HAZARDOUS CONDITIONS - 125

PUBLIC ASSISTS - 389



OROVILLE CITY TRUCK RESPONSES

TOTAL RESPONSES - 729

MEDICAL - 474

STRUCTURE FIRES - 10

VEGETATION FIRES - 10

OTHER FIRES - 99

HAZMAT/HAZARDOUS CONDITIONS - 34

PUBLIC ASSISTS - 102



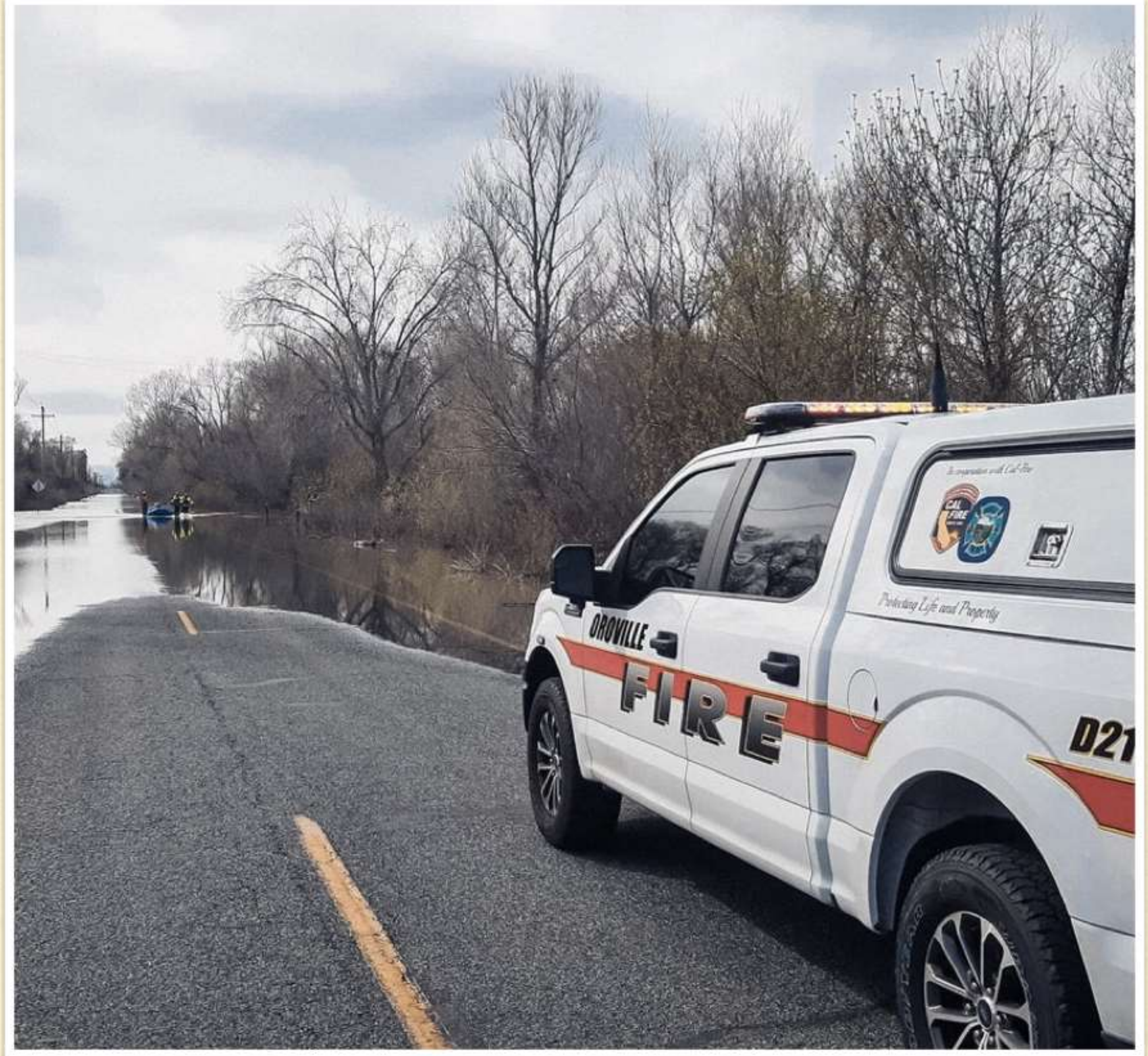
OROVILLE CITY CHIEF OFFICER RESPONSES

TOTAL RESPONSES - 823

BATTALION 9A - 390

BATTALION 9B - 395

DIVISION 2106 - 38



OROVILLE FIRE DEPARTMENT

BATTALION 9

- OROVILLE CITY RESPONSES TO BUTTE COUNTY FIRE DEPT - 1,535
- OROVILLE CITY RESPONSES TO CAL FIRE - 113
- BUTTE COUNTY FIRE RESPONSES TO OROVILLE CITY - 2,577
- CAL FIRE RESPONSES TO OROVILLE CITY - 1,328



OROVILLE FIRE DEPARTMENT

TOTAL CALLS WITHIN THE CITY OF OROVILLE

NUMBER OF INCIDENTS / INCIDENT TYPE

- MEDICAL – 5,614
- STRUCTURE FIRES - 24
- VEGETATION FIRE - 58
- OTHER FIRES – 154
- FALSE ALARMS - 385
- HAZMAT / HAZARDOUS CONDITIONS
- PUBLIC ASSISTS - 402
- ASSIST LAW ENFORCEMENT (CALFIR)

TOTAL NUMBER OF INCIDENTS - 6,762



**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: HEATHER MCCAFFERTY, CULTURAL FACILITES CURATOR

RE: DONATION OF HISTORICAL ARTIFACTS TO THE CHINESE TEMPLE

DATE: MARCH 19, 2024

SUMMARY

The City Council may consider acknowledging the receipt of a donation to the Chinese Temple.

DISCUSSION

The City recently received a donation of historical artifacts from Oroville's Chinese community that were collected by C.F. Huntington beginning in the 1920s. The artifacts were donated by his grandson, Fred Huntington, to the Chinese Temple.

The donation has been reviewed by Heather McCafferty, Cultural Facilities Curator and have been deemed acceptable to add to the collection. The items are in compliance with Museum Policies & Procedures #20, which calls for items to be from, "the appropriate time period...with particular emphasis on the years of use by the Oroville Chinese Community – 1863-1936."

The items offered for donation are extensive and collectively illustrate daily life of members of the Oroville Chinese community from the late 19th through the early 20th century. Included in the collection are Chinese bamboo hats, a tea basket, water carrying gourd, metal spatulas, cleavers, knives and blades, opium pipes, a coin sword talisman, glazed ginger jars, ceramic and earthenware vessels, bowls and tea cups, metal tea kettle, abacus, small glass medicine vials, metal opium boxes, ceramic opium bowl, fortune sticks, paint brushes, chop sticks, cloisonne and metal boxes, a small woven basket and a wood carved bowl.

The items were collected by his grandfather in the 1920s. Some items include tags with limited information, and there was one page of notes included in the donation paperwork that gave clues regarding previous owners of a few of the items, for example, the gourd for carrying water was said to be, "given by Old Charlie, caretaker," and the abacus was, "given by Mrs. Chin Wing He." Historical and interpretive research of this collection will be done to create a display that can be shared with the public in the future. This collection will broaden our ability to tell the story of the everyday lives of members of the Chinese

Community that came to the area in the 19th century.

FISCAL IMPACT

There is no fiscal impact at this time.

RECOMMENDATION

Acknowledge receipt of the donations for the Chinese Temple and recommend that the City Council accept the donations.

ATTACHMENT(S)

Deed of Gift
Temporary Receipt Form
Itemized Artifact List

City of Oroville Museums
Department of Parks & Trees

Deed of Gift

Donor Name: HHH CORP.
FRED HUNTINGTON
Phone: 530-533-2647 Email: kathunt4150@gmail.com
Address: 4150 Nildale
Oroville, Ca 95966

I do hereby give and convey to the City of Oroville, without limiting conditions, the following item(s):

Chinese artifacts

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

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

1. The object(s) accepted shall become the permanent property of the City of Oroville. As such object(s) may be subject to conservation treatments, study and/or disposal.
2. This gift shall be subject to no restrictions or conditions.
3. Due to limited space and changing exhibitions, the exhibition of any object is entirely at the discretion of museum staff.
4. Object(s) may be photographed or otherwise reproduced, exhibited or studied.
5. Evaluation by a commercial appraiser for income tax purposes is the responsibility of the donor. Values assigned by museum staff are not valid for this purpose.

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

Signature of Donor *[Signature]* Date 11/27/2023

Accepted by _____ Date _____

CITY OF OROVILLE Museums TEMPORARY RECEIPT FORM

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

Received from: ^{HHH Corp.} FRED HUNTINGTON Phone: 530 533-2647

Email: kathunt4150@gmail.com

Address: 4150 Hildale Ave, Oroville 95966

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

Chinese artifacts

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

Final acceptance or rejection of this gift will be made by the City Council.

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

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

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

I have read and agreed to the conditions stated:

Donor: *[Signature]* Date: 11-27-2024

Received by: _____ Date: _____

Catalog/Accession Number

- 2024.001 CT
- 2024.002 CT
- 2024.003 CT
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- 2024.005 CT
- 2024.006 CT
- 2024.007 CT
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Artifact

Opium Pipe
Bamboo Hat
Tea Basket
Bamboo Hat
Metal Cooking Spatula
Water Carrying Gourd Bottle
Piece of a Chinese Grave Stone
Copper Bowl
Wood Carved Bowl
Plaque
Large Metal Spoon
Large Metal Spoon
Knife
Knife
Coin Sword
Metal Cooking Spatula
Metal Cooking Spatula
Metal Cooking Spatula
Metal Cooking Spatula
Small Knife with Sheath
Metal Cleaver
Metal Cleaver
Ginger Jar
Ginger Jar
Eartenware Bottle
Eartenware Vase
Porcelain Tea Cup
Porcelain Tea Cup
Porcelain Bowl
Ceramic Bowl
Metal Tea Kettle

Three legged Tripod / Shallow Bowl

Opium Pipe

Opium Pipe Bowl

Chop Sticks

Opium Pipe

Fortune Sticks

Chop Sticks

Small basket with Lid

Small Cleaver Blade

Small Ceramic Jug

Wood Abacus

Small Glass Vile

Small Glass Vile

Small Glass Vile

Small Glass Vile

Small Glass Vile

Small Glass Vile

Small Glass Vile

Small Glass Vile

Small Glass Vile

Incense Sticks

Paint Brush

Paint Brush

Paint Brush

Paint Brush

Small Metal box with Lid - Crane Design

Small Cloissone Box with Lid

Small Pipe

Razor Blade

Paint Brush

Wood Abacus

Metal Opium Box with Lid

Metal Opium Box with Lid

Ceramic Opium Bowl

Small Cloisonne Saucer

Small Cloisnone cylindrical lidded box

Metal Opium Box with Lid

Metal Opium Box with Lid

Metal Opium Box with Lid

Metal Opium Box with Lid

Metal Opium Box with Lid



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: HEATHER MCCAFFERTY, CULTURAL FACILITIE CURATOR

**RE: REQUEST TO WAIVE ADMISSION FEE FOR ANTIQUE APPRAISEL
EVENT AT THE BOLT’S ANTIQUE TOOL MUSEUM**

DATE: MARCH 19, 2024

SUMMARY

The Council may consider a request to waive the admission fee for an Antique Appraisal event to be hosted by the Oroville Docent Association at the Bolt’s Antique Tool Museum on April 6, 2024.

DISCUSSION

Members of the Oroville Docent Association will host an Antique Appraisal event at the Bolt’s Antique Tool Museum on Saturday, April 6th from 10 am – 4 pm. The public is invited to attend the event, which is in the spirit of Antique Roadshow. There will be seating in the Bolt that will allow participants to watch and listen to the appraiser value and discuss each object.

Professional Appraiser, Erin Dewell, will appraise up to 3 items for \$5 per item on a first come, first serve basis. Large items will be appraised by photo only. This will be the second Antique Appraisal event that the docents have hosted. The previous one was very successful and well attended. This event will bring locals and visitors alike to the museum and Historic Downtown area for a day of fun and discovery. The funds raised at the event will support the Oroville Docent Association.

At this time, staff is requesting the Council to consider waiving the general admission fee of \$4 for adults (kids under 12 are free) for this event.

FISCAL IMPACT

The previous event drew 65 participants. Based on this number, we expect roughly the same number of participants to attend, which will result in an approximate loss of \$260.

RECOMMENDATION

Provide direction, as necessary.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT

RE: HOUSING SUCCESSOR AGENCY ANNUAL REPORT

DATE: MARCH 19, 2024

SUMMARY

Receive and file the Housing Successor Agency Annual Report for Fiscal Year 2022-23.

DISCUSSION

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, 2023. 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, 2023, the Housing Asset Fund had a cash balance of \$2,749,576 and a total portfolio value of \$6,433,366. Most of the asset value is from loans receivable that are due to the Housing Successor.

The Housing Successor deposited \$485,527 in revenues throughout FY 2022-23, which includes interest income, leases, loan payments, and miscellaneous revenues. For FY 2022-23, the expenditures were primarily administrative costs equating to \$97,837 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 2022-23, the Housing Successor had expenditures in the amount of \$900,000 for a permanent supportive housing project for extremely low-income households. As a result, this complies with the five-year income proportionality targets 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 22-23, the Housing Asset Fund had a beginning cash balance of \$3,569,219. The sum of deposits in the prior four years is \$3,427,153. The amounts reported did not accumulate an excess surplus during FY 2022-23.

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 124 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 June 30, 2023.

ATTACHMENTS

Attachment 1: Housing Successor Agency Annual Report for Fiscal Year 2022-23



HOUSING SUCCESSOR ANNUAL REPORT

City of Oroville Housing Successor

Fiscal Year 2022-23

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INTRODUCTION

This Housing Successor Agency Annual Report (“Annual Report”) presents information on Fiscal Year (“FY”) 2022-23 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 the 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 2022-23 is the third 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’s 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 in Appendix 1.

BACKGROUND

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

LEGAL REQUIREMENTS ABOUT 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

Under 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”).¹ 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 the 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 2022-23 is \$ \$263,100 according to HCD. The Housing Successor’s FY 2022-23 Portfolio value was \$6,433,366 of which 5% is \$321,668. The FY 2022-23 administrative cost limit is the higher figure of \$321,668.

- **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** assists households up to 80 percent of the Area Median Income (“AMI”), subject to specific income and age targets over a five-year period.

¹ 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 the 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 during the first five-year compliance period which was from January 1, 2014, through June 30, 2019. The second, and current, five-year compliance period is from 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 on 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 is evaluated annually and resets every year.
- **Five-Year Limit:** Expenditures by Income Level. Compliance is 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 is evaluated based on a rolling ten-year period that is different every year, the current period being FY 2012-13 to 2022-23.

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)

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 more than 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 2022-23.

DEPOSITS AND FUND BALANCE

The Housing Successor deposited \$485,527 into the Housing Asset Fund during FY 2022-23 from a variety of sources as shown in Table 1 below.

Table 1: Housing Asset Fund Deposits, FY 2022-23

Balance Type		Amount
Interest Revenue	\$	49,189
Other Fees		62
Misc. Revenue		-
Lease to Own Payments		6,711
Interfund Transfers		-
Loan Fund Interest		72,106
Loan Principal Payments		308,355
Refund and Reimbursements		49,104
Fed Grants		0
Total	\$	485,527

EXPENDITURES

The Housing Successor expended \$97,837 in FY 2022-23, all on administrative costs. Significant expenses were salaries, health insurance, and outside services.

ENDING CASH AND FUND BALANCE

The Housing Asset Fund balance as of June 30, 2023, was \$2,749,576, as summarized in Table 2 below.

Table 2: Housing Asset Fund - Ending Balance as of June 30, 2023

Balance Type	Amount
Cash	\$ 2,749,576
Accounts Receivable	-
Interest Receivable	-
Loans Receivable	6,046,552
Real Property Inventory	386,814
Accounts Payable	-
Unearned Revenue	(6,046,551.86)
Unearned Real Property Inventory	(386,814.05)
<u>Lease 15% Housing</u>	<u>-</u>
Ending Balance	\$ 2,749,576

Source: City of Oroville Fund 221 Balance Sheet (06/30/23)

HOUSING SUCCESSOR PORTFOLIO

The Housing Successor Portfolio includes 9 properties and 42 loans receivable transferred from the former Agency. The Portfolio had a value of \$6,433,366 as of FY 2022-23, as detailed in Table 3 below.

Table 3: Housing Successor Real Property and Loans Receivable Portfolio

Asset	Amount
Real Properties	
Value of Real Properties	386,814
<i>Subtotal</i>	<i>\$386,814</i>
Loans Receivable	
Value of Loans Receivable	6,046,552
<i>Subtotal</i>	<i>\$6,046,552</i>
Total Portfolio Value	\$6,433,366

Source: City of Oroville Fund 221 Balance Sheet (06/30/23)

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 2022-23, fifteen properties have been 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
REMAINING PROPERTIES				
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 (Oroville Dam Blvd &	Vacant land	-	Considering sale, development, or donation
18	Highlands)	Vacant land	-	Considering sale, development, or donation
97	3555 Argonaut Ave	Single-family	-	Foreclosed 2018
SOLD PROPERTIES				
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
82	119 Morningstar	Single-family	-	Transferred to VHDC on 1/19/2022
98	3711 Ashley Ave	Single-family	-	Transferred to VHDC
101	2244 Mitchell Ave	Single-family	130,000	Sold on 9/22/2021 as a Market Rate Unit
100	2420 Baldwin Ave	Single-family	-	Transferred to VHDC
102	1250 Robinson	Single-family	165,000	Sold on 9/15/21 as a Market Rate Unit

COMPLIANCE WITH EXPENDITURES & PRODUCTION LIMITS

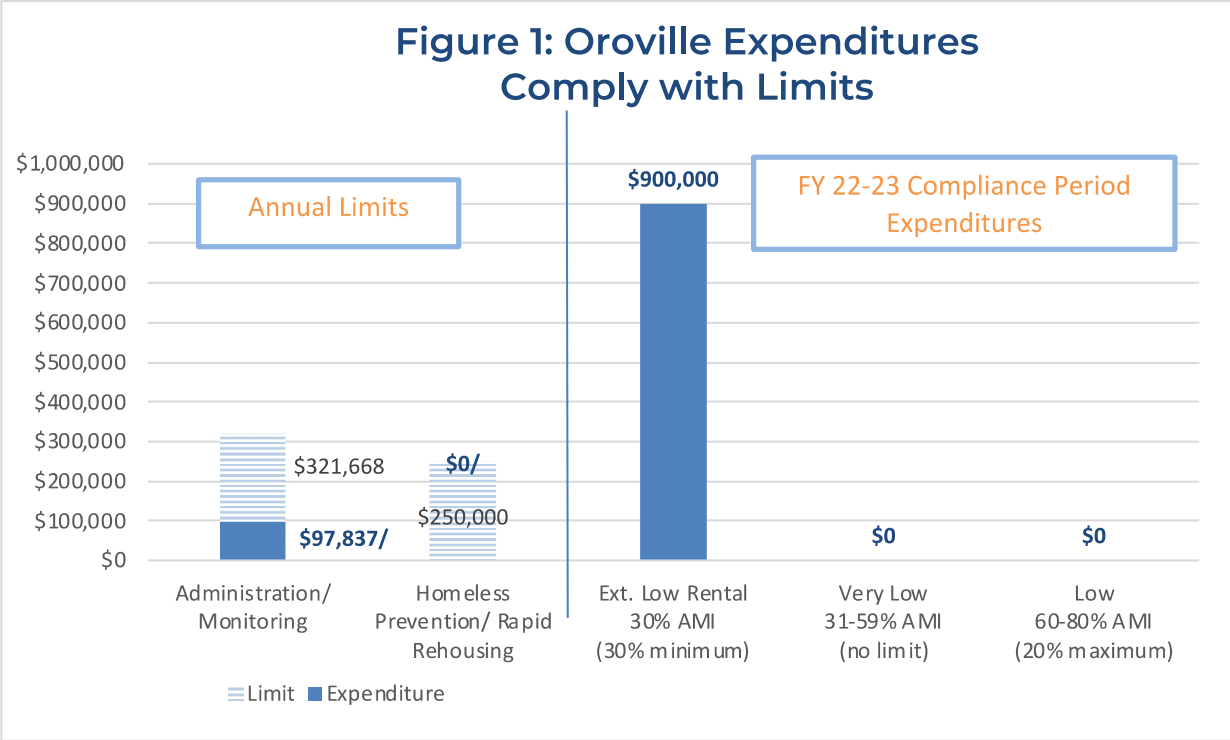
During FY 2022-23, the Housing Successor was in compliance with all annual and five- to ten-year planning period requirements as described in this section.

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.

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 \$97,837 on allowable administrative costs and was below the maximum limit amount of \$321,668. The annual limit is greater than \$200,000 plus inflation or 5% of the Housing Successor Portfolio balance. As shown in Table 3 earlier, the Portfolio balance is \$6,433,366, of which 5% is \$321,668.
- Since no homeless prevention or rapid rehousing expenses were made in FY 2022-23, the Housing Successor was therefore in compliance with the \$250,000 spending restriction.
- For FY 2022-23, the Housing Successor had expenditures of \$900,000 for a project that's designated to extremely low households with permanent supportive housing. This complies with 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 the 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 has exceeded the limit of producing more than 50 percent of the total rental units for seniors within the last ten years. However, some funds have been encumbered for housing assistance, which is expected to bring the jurisdiction into compliance by the next reporting year. The Housing Successor, along with the City and former Agency, are working towards achieving this goal. Over the last 10 years, the Successor has assisted 1 deed-restricted rental unit in the last ten years, 2 of which are restricted to seniors, over 50 percent. Table 5 details units assisted by the project.

Table 5: Deed Restricted Units Assisted in Last 10 years

Property	Senior Units	%	Non-Senior Units	%	Total Units
Sierra Heights	2	100%	0	0%	2
Total	2	100%	0	0%	2

Total Deed-Restricted Senior Units: 100%

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 2022-23. The encumbered amount of \$1,947,837 is for an extremely low permanent supportive housing project for the Veterans Housing Development Corporation and includes expenses.

Table 6: Excess Surplus FY 2022-23

Step 1: Determine Unencumbered Cash Balance From Financials		
FY 22-23 Beginning Cash Balance	\$	3,569,219
Less: Encumbered Funds	\$	1,947,837
Unencumbered Amount		\$ 1,621,382
Step 2: Determine Greater of \$1M or Last 4 Deposits		
\$1 Million, or	\$	1,000,000
Last 4 years' deposits	\$	3,427,153
	FY 2021-22	\$ 642,784
	FY 2020-21	\$ 951,996
	FY 2019-20	\$ 880,377
	FY 2018-19	\$ 951,996
Result: Larger Number		\$ 3,427,153
Step 3: Excess Surplus is Amount Step 1 Exceeds Step 2, if Any		
(1) Unencumbered Amount	\$	1,621,382
(2) Less: Larger Number From Step 2	\$	3,427,153

Excess Surplus **None**
Source: City of Oroville

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

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

HOMEOWNERSHIP UNIT INVENTORY

There are 124 homeownership units assisted by the Housing Successor that have restrictions, affordable covenants, or an adopted program that protects Housing Asset Fund monies. Further details are provided 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)

Housing Asset Fund Revenues & Expenditures	<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"> • Homeless prevention and rapid rehousing • Administrative and monitoring • Housing development expenses by income level assisted <p>Description of any transfers to another housing successor for a joint project.</p>
Other Assets and Active Projects	<p>Description of any project(s) funded through the ROPS.</p> <p>Update on property disposition efforts (note that housing successors may only hold a 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"> • The statutory value of any real property either transferred from the former Agency or purchased by the Housing Asset Fund • Value of loans and grants receivable <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>
Obligations & Proportionality	<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
Administration and Compliance Monitoring <i>Annual Limit</i>	\$321,668 maximum for FY 2022-23 (limit varies each year)	Administrative activities such as: <ul style="list-style-type: none"> Professional services (consultant fees, auditor fees, etc.) Staff salaries, benefits, and overhead for time spent on Housing Successor administration Compliance monitoring to ensure compliance with affordable housing and loan agreements Property maintenance at Housing Successor-owned properties <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>
Homeless Prevention and Rapid Rehousing Solutions <i>Annual Limit</i>	\$250,000 maximum per fiscal year	<ul style="list-style-type: none"> Services for individuals and families who are homeless or would be homeless but for this assistance, including: Contributions toward the construction of local or regional homeless shelters Housing relocation and stabilization services including housing search, mediation, or outreach to property owners Short-term or medium-term rental assistance Security or utility deposits Utility payments Moving cost assistance Credit repair Case management Other appropriate activities for homelessness prevention and rapid rehousing of persons who have become homeless.
Affordable Housing Development	No spending limit, but must comply with income and age targets	“Development” includes: <ul style="list-style-type: none"> New construction Acquisition and rehabilitation Substantial rehabilitation Acquisition of long-term affordability covenants on multifamily units Preservation of at-risk units whose affordable rent restrictions would otherwise expire over the next five years

Health and Safety Code Section 34176.1		
Expense Category	Limits	Allowable Uses
	<p>Income Targets</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"> • At least 30% on extremely low-income rental households (up to 30% AMI or “Area Median Income”) • No more than 20% on low-income households (60-80% AMI) <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>Age Targets</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

Homeownership Unit Inventory			
Program	Address	Restriction Start Date	Restriction End Date
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

Homeownership Unit Inventory			
Program	Address	Restriction Start Date	Restriction End Date
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	N/A	2/18/2039
CALHOME Fund Rehabilitation Program	Various	N/A	2/19/2039
CALHOME Fund Rehabilitation Program	Various	N/A	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

Homeownership Unit Inventory			
Program	Address	Restriction Start Date	Restriction End Date
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



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT**

RE: HOUSING ELEMENT ANNUAL REPORT

DATE: MARCH 19, 2024

SUMMARY

Receive and file the 2023 Housing Element Annual Progress Report

DISCUSSION

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. The City of Oroville (“City”) staff and consultants have prepared the 2023 APR to present to City Council, which reports on residential building activity in the calendar year 2023.

Failure to submit an APR within 60 days of the April 1st 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 2023 APR, Tables A and A2 of Attachment 1 summarize housing development activity for the 2023 calendar year (January 1 – December 31) as follows:

- Table A Development Applications: The City had 11 housing applications that were submitted proposing 230 units.

- Table A2 Building Permits Issued: The City issued 8 building permits for 114 housing units with 114 of those units being finished in the calendar year 2023.

Progress Meeting RHNA

Table B of Attachment 1 summarizes the City’s progress in meeting its RHNA allocation for the 2022 to 2030 planning cycle. Based on the number of housing units issued a certificate of occupancy from 2022 to 2030, the City has a remaining need of 364 RHNA units as detailed below.

Regional Housing Needs Allocation Progress

Income Level	RHNA Allocation (2022 to 2030)	Projection ¹ 2022	2022	2023	Total	Remaining Need
Very Low	171	136			136	35
Low	6	37			37	0
Moderate	73	0			0	73
Above Moderate	375	0	5	114	119	256
Total	625	173	5	114	292	364

1. Projection is based on the number of permitted units for affordability per HCD.

Although not mentioned in Table 1, the APR data analyzed by HCD reports the extremely low category to have a remaining need of 18 units. This number is of ½ the Very-Low Income category, which has a remaining units of 35. City staff will encourage opportunities to develop more units in the other income categories to help meet its RHNA allocation through 2024.

Housing Element Program Status

Table D of Attachment 1 requires the City to provide a status update on its Housing Element Programs. The staff has provided an update in Table D.

Table H of Attachment 1 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. The staff has reported 1 property 3711 Ashley Avenue that was held, however, classified as exempt surplus land.

The Local Early Action Planning (“LEAP”) table of Attachment 1 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 2023.

ATTACHMENTS

Attachment 1: Annual Progress Report for 2023

Please Start Here

General Information	
Jurisdiction Name	Oroville
Reporting Calendar Year	2023
Contact Information	
First Name	Amy
Last Name	Bergstrand
Title	Director, Business Assistance /Housing Development
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.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v_2_15_24

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>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

Please save your file as Jurisdictionname2023 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2023

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 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.*

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 and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Oroville	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	06/15/2022 - 06/15/2030

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		114
Total Units		114

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	4	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	108	0
Accessory Dwelling Unit	0	2	0
Mobile/Manufactured Home	0	0	0
Total	0	114	0

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	8	114

Housing Applications Summary	
Total Housing Applications Submitted:	11
Number of Proposed Units in All Applications Received:	230
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions - Applications	
Number of SB 35 Streamlining Applications	0
Number of SB 35 Streamlining Applications Approved	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 35 (2017)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	0	0
Discretionary	11	230

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	22
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Croville
Reporting Year	2023 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 06/15/2023 - 06/15/2029

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

Note: "*" indicates an optional field
Cells in grey contain auto-calculation formulas

**Table A
Housing Development Applications Submitted**

Project Identifier				Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications	Application Status	Project Type	Notes			
1				2	3	4	5							6	7	8	9	10		11	12	13	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,I2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select streamlining provision's the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes*
Summary Row: Start Data Entry Below							0	0	0	0	47	0	183	230	0	0							
	031-110-042	80 Tuscan Villa Dr	The Grove Luxury Apartments 2 Story 174 Units	B2301-013-B2301-024	5+	R	1/11/2023	0	0	0	0	0	0	174	174			NONE	No	No	Pending	Discretionary	
	031-340-017	150 Morning Star Ave #A	ADU 338 SQFT Detached	B2301-038	ADU	O	1/23/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	013-010-023	N/A	NSF 1200 SQFT W/Solar W/Sprinklers	B2301-039	SFD	O	1/18/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	035-164-013	2492 Fort Wayne St.	NSF 1,300 SQFT W/Solar W/Sprinklers	B2302-005	SFD	O	2/6/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	035-510-013	2745 Myers St.	Convert Detached Garage to ADU	B2303-071	ADU	O	3/20/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	031-051-060	100 Jay Blue Dr	Table Mountain Apartments 47 Affordable Units	B2304-031-B2304-031	5+	R	4/26/2023	0	0	0	0	47	0		47			NONE	No	No	Pending	Discretionary	
	035-074-003	2127 A St #A	Detached ADU 1200 SQFT	B2304-053	ADU	O	4/11/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	035-153-010	3698 Spencer Ave #A	Convert Detached Garage to ADU 576 SQFT	B2304-128	ADU	O	4/26/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	035-097-009	2665 B St.	NSF 2 Story W/Attached ADU	B2305-051	ADU	O	5/11/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	033-500-009	9 Hawley Trl	NSF 1,916 W/Garage	B2307-019	SFD	O	7/10/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
	033-420-001	3612 Oro Dam Blvd E	Legalize Existing 455 SQFT Apt Unit	B2308-060	SFA	O	8/28/2023	0	0	0	0	0	0	1	1			NONE	No	No	Pending	Discretionary	
														0									

Jurisdiction	Oroville	
Reporting Year	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

Project Identifier					Unit Types	
1					2	3
Prior APN ⁺	Current APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner
Summary Row: Start Data Entry Below						
	035-165-025	2725 Elgin St		B2207-047	SFD	O
	035-165-024	2727 Elgin St		B2207-048	SFD	O
	031-051-060	100 Jay Blue Dr		B2304-031-B2304-03	5+	R
	035-040-056	3300 Lincoln Blvd.		B2212-052-B2212-054	5+	R
	031-340-017	150 Morning Star Ave #A		B2301-038	ADU	O
	035-164-013	2492 Fort Wayne St.		B2302-005	SFD	O
	0350-740-003	2127 A ST. #A		B2304-053	ADU	O
	033-500-009	9 Hawley Trl		B2307-019	SFD	O

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Affordability by Household Incomes - Completed Entitlement							
4							5
Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Entitlement <u>Date Approved</u>
0	0	0	0	0	0	0	

Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

Affordability by Household Incomes - Building Permits								
6	7							8
# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits <u>Date Issued</u>
0	0	0	0	0	0	0	114	
0							1	2/21/2023
0							1	2/21/2023
0							47	6/22/2023
0							61	6/27/2023
0							1	4/13/2023
0							1	10/4/2023
0							1	8/30/2023
0							1	12/27/2023
0								

	Affordability by Household Incomes - Certificates of Occupa						
9	10						
# of Units Issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income
114	0	0	0	0	0	0	0
1							
1							
47							
61							
1							
1							
1							
1							
0							

Agency			Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions	
11	12	13	14	15	16	17
Certificates of Occupancy or other forms of readiness (see instructions) <u>Date Issued</u>	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N*	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)
	0	0				
	0	0	NONE	N		
	0	0	NONE	N		
	0	0	NONE	N		
	0		NONE	N		
	0		NONE	N		
	0		NONE	N		
	0		NONE	N		
	0		NONE	N		
	0					

Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			
18	19	20			21
For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000) ⁺	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)
			0		

Density Bonus			Notes
22	23	24	25
Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes⁺

Jurisdiction	Oroville
Reporting Year	2023 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 06/15/2022 - 06/15/2030

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

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																
Income Level	RHNA Allocation by Income Level	Projection Period - 12/31/2021-06/14/2022	2										3	4		
			2022	2023	2024	2025	2026	2027	2028	2029	2030	Total Units to Date (all years)	Total Remaining RHNA by Income Level			
Very Low	Deed Restricted	171	-	-	-	-	-	-	-	-	-	-	-	-	136	35
	Non-Deed Restricted		136	-	-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	6	-	-	-	-	-	-	-	-	-	-	-	-	37	-
	Non-Deed Restricted		37	-	-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	73	-	-	-	-	-	-	-	-	-	-	-	-	-	73
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	-		
Above Moderate		375	-	5	114	-	-	-	-	-	-	-	-	-	119	256
Total RHNA		625														
Total Units			173	5	114	-	-	-	-	-	-	-	-	-	292	364
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).																
	5 Extremely low-income Need		2										6	7		
			2022	2023	2024	2025	2026	2027	2028	2029	2030	Total Units to Date	Total Units Remaining			
Extremely Low-Income Units*		18	-	-	-	-	-	-	-	-	-	-	-	-	-	18

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.
 Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).
 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 only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.
 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.

- VLI Deed Restricted
- VLI Non Deed Restricted
- LI Deed Restricted
- LI Non Deed Restricted
- MI Deed Restricted

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Oroville		
Reporting Year	2023	(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
Policy 1.1 Encourage Home Ownership	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.	Application to be made annually, subject to the State application cycle.	The City currently has \$1,000,000 in 2018 HOME funds, \$1,000,000 in 2019 HOME funds that State HOME program put a hold on all expenditures for all jurisdictions. City recently received a 1-year extension for the 2018 HOME funds that expired in February 2023 and now expires February 2024. These funds were never released in the 22/23 fiscal year. City recieved \$1,000,000 in 2020 CDBG NOFA and has expended 100% of it. The 2023 was never release from programs and CDBG expects to release the 2024 NOFA is expected to be released in the summer or fall of 2024.
Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.	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.	Throughout the planning period.	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. City has been awarded \$2,733,374 in 2022 Encampment Resolution Funding to partner with the Oroville Rescue Mission to create a pallet shelter for the unhoused in the City limits. There will be pallet shelters that can house up to two individuals and congregate shelter that will house up to 40. Various services will also be provided. Staff intends to apply for round ERF 2 funding.

<p>Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.</p>	<p>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.</p>	<p>Continue to assist sponsors with applications for special needs housing on a project-by-project basis throughout the planning period.</p>	<p>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. The City's temporary ordinance allowing RVs and mobile homes on residential lots to alleviate the acute housing shortage caused by the Paradise Camp Fire has sunsetted.</p>
<p>Policy 1.2 Work cooperatively with other governmental entities to reduce homelessness and facilitate the provision of shelter and services for those in need.</p>	<p>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.</p>	<p>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.</p>	<p>There is an updated list of affordable housing projects on the City's website under Services/Housing Development/Affordable Housing in Oroville.</p>
<p>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.</p>	<p>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.</p>	<p>Continue to process requests for reasonable accommodation expeditiously throughout the planning period.</p>	<p>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. See OMC 17.08.160</p>
<p>Policy 1.4: Facilitate the production of farmworker housing in the City.</p>	<p>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.</p>	<p>Throughout the planning period.</p>	<p>Ordinance No. 1804 also included provisions to allow farmworker and migrant housing consistent with Health and Safety Code Section 17021.6. The City will work with the Housing Authority of Butte County to determine if Farmworker housing is needed in the City of Oroville jurisdiction.</p>

<p>Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.</p>	<p>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.</p>	<p>Annual review as part of the Housing Element Annual Report.</p>	<p>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. This process has worked successfully during the last 2 years as the city has approved about 800 low income housing units during that time.</p>
<p>Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.</p>	<p>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).</p>	<p>Submit update annually in accordance with state law.</p>	<p>In compliance.</p>
<p>Policy 2.1: Minimize constraints to the development of affordable housing through supportive codes, ordinances, policies, and guidelines.</p>	<p>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.</p>	<p>Fee surveys every two years.</p>	<p>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 2, 2021. The City Council adopted Ordinance No. 1843 on June 2, 2020 establishing a fee deferral program.</p>

<p>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).</p>	<p>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.</p>	<p>Annual updates</p>	<p>The City regularly maintains a list of vacant lands that are shared with the development community and updated by GIS Staff.</p>
<p>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).</p>	<p>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.</p>	<p>Ongoing throughout the planning period.</p>	<p>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.</p>
<p>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).</p>	<p>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.</p>	<p>Annual workshops throughout the planning period.</p>	<p>The City attended this year but was not a sponsor.</p>

<p>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.</p>	<p>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.</p>	<p>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.</p>	<p>The City continues to work 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. City intends to surplus land on 1275 Mitchell to transfer the land to VHDC to develop multifamily apartments for extremely low income veterans. City approved a predevelopment and construction loan in the amount of \$1,750,000 for this project. VHDC intends to apply for additional grant funding during 2024. City worked with developers, who applied and were awarded tax credits for 5 affordable, multi-family projects and are in the process of building 312 low-very low income units to Oroville over the next two years, many of which are now occupied.</p>
<p>Policy 4.1: Protect existing residential neighborhoods from deterioration and encroachment of incompatible or potentially disruptive land uses and/or activities.</p>	<p>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.</p>	<p>Throughout the planning period.</p>	<p>The City created a new Code Enforcement Division that will be proactive in identifying code related issues, citing and enforcing codes. City was currently supplementing the general fund with CalOES funds to assist with the hiring of additional code enforcement officers.</p>

<p>Policy 4.2: Ensure adequate public facilities to support the development of housing.</p>	<p>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.</p>	<p>Continuous and ongoing throughout the planning period.</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. ongoing</p>
<p>Policy 4.3: Facilitate housing rehabilitation and stabilize existing neighborhoods, particularly those with high foreclosure and vacancy rates.</p>	<p>Action 4.3.1: To the extent funding is available, purchase abandoned homes, and provide rehabilitation assistance to improve deteriorated neighborhoods.</p>	<p>Annual grant applications.</p>	<p>The City was awarded LEAP funding to proactively purchase abandoned homes to rehabilitate, mainly in South Oroville and 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>Policy 4.3: Facilitate housing rehabilitation and stabilize existing neighborhoods, particularly those with high foreclosure and vacancy rates.</p>	<p>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.</p>	<p>Continuous and ongoing.</p>	<p>The City has been awarded 2020 CDBG Owner-occupied Rehab funding. This funding expires May of 2024. City is submitted a PLHA amendment to allow for owner-occupied rehab loans in Oroville for AMIs up to 120%.</p>

<p>Policy 4.4: Encourage the preservation of the existing affordable housing stock in the City.</p>	<p>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.</p>	<p>Throughout the planning period.</p>	<p>This program will be continued as funding becomes available.</p>
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<p>Policy 5.1: Support the intent and spirit of equal housing opportunity and the Fair Housing Act.</p>	<p>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.</p>	<p>The City will engage in continuous and long term monitoring of properties in receipt of locally administered housing funds to ensure compliance; annual workshops.</p>	<p>This program is continuous and ongoing. City staff has attended updated fair housing training.</p>
<p>No Name</p>	<p>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.</p>	<p>Public noticing campaign with materials updated annually.</p>	<p>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.</p>
<p>Policy 6.1: Encourage residential energy conservation through required compliance with current building codes and incentives for voluntary conservation efforts.</p>	<p>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.</p>	<p>Throughout the planning period.</p>	<p>This remains a requirement enforced by the City's Building Department.</p>

No Name	Action 6.1.2: Assist in publicizing utility incentives for energy conservation through flyers and on the City's website.	Annual updates to flyers.	On February 2, 2016 the City Council has approved to include properties within the City of Oroville in three different Property Assessed Clean Energy (PACE) programs. 1)Ygrene Works, 2) HERO, and 3) Open PACE.
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Jurisdiction	Oroville	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table E
Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name ⁺	Local Jurisdiction Tracking ID ⁺	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Oroville	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

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 ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1*. For detailed reporting requirements, see the checklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Residential Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Oroville	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "*" indicates an optional field
 Cells in grey contain auto-calculation formulas

Table F2 Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2																
For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).																
Project Identifier				Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes	
1				2	3	4							5		6	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below																
							0	0	0	0	0	0	0	0		

Jurisdiction	Oroville
Reporting Period	2023 (Jan. 1 - Dec. 31)

NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation**

For Butte County jurisdictions, please format the APN's as follows:999-999-999-999

Table H Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						
33452016000	3711 Ashley	Residential	1	Exempt Surplus Land	0.13	None

Jurisdiction	Oroville	
Reporting Period	2023	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	06/15/2022 - 06/15/2030

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J														
Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915														
Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted Density Bonus	Notes
1				2	3	4							5	6
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SH - Student Housing)	Date	Very Low- Income Deed Restricted	Very Low- Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below														

Jurisdiction	Oroville
Reporting Period	2023 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 06/15/2022 - 06/15/2030

ANNUAL ELEMENT PROGRESS REPORT

Table K

Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage on their internet website containing authorizing local ordinance and supporting materials.	
Notes	



Jurisdiction	Oroville
Reporting Year	2023 (Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT Local Early Action Planning (LEAP) Reporting (CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount	\$	65,000.00	<i>Total award amount is auto-populated based on amounts entered in rows 15-26.</i>
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Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes
Infrastructure Planning	\$55,000.00	\$11,244.20	In Progress	None	
Blight Study	\$10,000.00	\$10,810.00	Completed	Other	SB2

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0
Total Units		0

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		114
Total Units		114

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		0

Total Units		0
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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT**

**RE: PERMANENT LOCAL HOUSING ALLOCATION (PLHA) GRANT
APPLICATION FOR YEARS 2021 AND 2022**

DATE: MARCH 19, 2024

SUMMARY

The Council may consider the submittal of an application to the Department of Housing and Community Development (HCD) for the City's 2021 and 2022 share of the PLHA 5-year allocation.

DISCUSSION

Pursuant to the Building Homes and Jobs Act (Senate Bill 2, 2017), HCD has been collecting a \$75 recording fee on all real estate documents to increase the supply of affordable homes in California. These funds are being allocated to local governments for planning activities that can accelerate the supply of affordable housing.

At the July 21, 2020, City Council meeting, staff was directed to submit an application for the five-year allocation period in the amount of \$822,306. The funds will be used for activity 301(a)(2) - to provide low interest rehabilitation loans to owner-occupied borrowers in the City limits of Oroville for residents earning less than 120% AMI. South Oroville residents will be given priority. Additionally, 5% of the allocation will be used for general administration expenses.

The allocation for the years 2019 (\$137,051) and 2020 (\$213,160) have been secured and are in the process of being claimed. The Notice of Funding Availability (NOFA) for the 2022 year was issued on December 29, 2023. The program requires the City submit an application and resolution for the 2021 (\$224,412) and 2022 (\$111,643) allocations. The final allocation for the year 2023 is expected to be available late summer 2024.

FISCAL IMPACT

There is no fiscal impact. When awarded, staff will return to council to accept the grant agreement and establish a budget.

RECOMMENDATION

1. Approve the submittal of a PLHA streamline grant agreement for years 2021 and 2022.
2. Authorize staff to implement the grant if awarded; and
3. Adopt Resolution No. xxxx - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

ATTACHMENTS

Resolution No. xxxx

Resolution No. 9234
CITY OF OROVILLE

AUTHORIZING RESOLUTION OF _____

AUTHORIZING THE APPLICATION AND ADOPTING THE PLHA PLAN FOR THE PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

A majority _____ of the
City Council Members _____ of
a municipality of _____

_____ the City of Oroville _____ hereby consents to, adopts, and ratifies the following resolution:

- A. WHEREAS, the Department is authorized to provide up to \$296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2))).
- B. WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 12/29/2023 under the Permanent Local Housing Allocation (PLHA) Program;
- C. WHEREAS _____ City of Oroville _____ is an eligible Local government who has applied for program funds to administer one or more eligible activities, or a Local or Regional Housing Trust Fund to whom an eligible Local government delegated its PLHA formula allocation.
- D. WHEREAS the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

NOW THEREFORE BE IT RESOLVED THAT:

- 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.
- 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA . _____ 822306 _____ in accordance with all applicable rules and laws.

3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.
4. **Pursuant to Section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for the 2019-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.**
5. **If applicable:** Applicant certifies that it was delegated by Not Applicable to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds, pursuant to Guidelines Section 300(c) and 300(d), and the legally binding agreement between the recipient of the PLHA funds and the Applicant is submitted with the PLHA application.
6. **If applicable:** Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocation.
7. **If applicable:** Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.
8. **If applicable:** Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.
9. **If applicable:** Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A),(B) and (C).
10. **If applicable:** Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.
11. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.
12. City Administrator is/are authorized to execute the PLHA Program Application, the PLHA Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

PASSED AND ADOPTED at a regular meeting of the _____ City of Oroville _____ this
19 _____ day of, _____ March _____ 2024, by the following vote:

AYES: _____ ABSTENTIONS: _____ NOES: _____ ABSENT: _____

Signature of Approving Officer: _____
Brian Ring, City Administrator

INSTRUCTION: The attesting officer cannot be the person identified in the resolution as the authorized signor

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of _____ Kayla Reaster _____ does hereby attest and certify that the foregoing attached _____ Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the _____ City of Oroville _____ which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: _____
Signature of Attesting Officer

_____ Kayla Reaster, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR OF BUSINESS ASSISTANCE
AND HOUSING DEVELOPMENT**

**RE: OROVILLE CITY EMPLOYEE MORTGAGE ASSISTANCE
PROGRAM**

DATE: MARCH 19, 2024

SUMMARY

The council may consider authorizing modifications to the Oroville City Employee Mortgage Assistance Program guidelines.

DISCUSSION

On May 17, 2022, council authorized staff to modify the Oroville Safety Officer Mortgage Subsidy Program to include all City Employee's and approved the Oroville City Employee Mortgage Assistance Program.

Since that time, the guidelines have been modified to increase the maximum loan amount to \$50,000 and to clarify the repayment terms. Previously those changes were only outlined in the security documents and not in the program guidelines.

Presently, staff are recommending changing the beginning eligibility period for using this program from 24 months to 6 months for all City employees. The Housing Loan Advisory Committee is in support of this modification. Additionally, staff has updated the program guidelines to clarify the repayment terms.

FISCAL IMPACT

There is no fiscal impact.

RECOMMENDATION

Authorize requested modification to the OCEMAP

ATTACHMENTS

Program Guidelines

City of Oroville

**OROVILLE CITY EMPLOYEE
MORTGAGE ASSISTANCE PROGRAM
(OCEMAP)**

PROGRAM GUIDELINES

**4/12/2022
Updated**

CITY OF OROVILLE
OROVILLE CITY EMPLOYEE
MORTGAGE ASSISTANCE PROGRAM
(OCEMAP)

PROGRAM GUIDELINES

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ATTACHMENTS

- EXHIBIT "A": LOAN AGREEMENT
- EXHIBIT "B ": PROMISSORY NOTE
- EXHIBIT "C": DEED OF TRUST

I. PURPOSE

The Oroville City Employee Mortgage Assistance Program OCEMAP is a program designed to serve as a recruitment and retention incentive and to provide mortgage assistance to City of Oroville City Employees in the form of secondary loans, for the purchase of a principal residence.

The purpose of the (OCEMAP) is to encourage employment longevity of Employees that are full-time, ~~permanent~~ employees for the City of Oroville and have been employed by the City for no less than ~~6~~ 24 months, ~~and have passed their probation period as follows:~~

~~Police: 18 months probationary plus, 6 months for a total of 24 months.~~

~~All City other employees: employed for at least 6 12 months probationary, plus 12 months are eligible for a total of 24 months.~~

The borrower's primary residence must be the residence assisted through the OCEMAP.

II. CONFLICT OF INTEREST

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Oroville who exercises or exercised any functions or responsibilities with respect to activities assisted with city of Oroville funds or who are in a position to participate in a decision-making process or gain inside information with respect to these activities, may not obtain financial interest or benefit from a City of Oroville-assisted activity, or who have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure and for one year thereafter.

III. GOVERNING DOCUMENTS

All covenants, conditions, and stipulations contained within the OCEMAP Deed of Trust, Promissory Note, and Loan Agreement are incorporated by this reference and made part of these OCEMAP guidelines. The referenced loan documents are attached hereto as Exhibits "A", "B", and "C".

Information contained within the referenced loan documents is to be interpreted in conjunction with these program guidelines.

IV. POLICY

A. ELIGIBILITY

1. Location

Loans will be made only for property located in residentially zoned areas within the Oroville city limits.

2. Types of Housing

The OCEMAP was designed to provide mortgage subsidies to borrowers purchasing existing homes or homes that will be completely constructed upon close of escrow (new construction) and are located within the Oroville City limits.

The OCEMAP assistance shall not be used as a construction loan; however, an OCEMAP applicant may enter into contract on a home not yet constructed as long as the home construction is completed, and the house is ready to occupy, before any OCEMAP assistance shall be provided (before any funds are released).

- a. Existing single-family home or newly constructed home completed prior to close of escrow
- b. A single-family manufactured home (including a mobile home) that was manufactured no more than ten (10) years prior to the date of the application for the issuance of a permit to install the manufactured home (in accordance with Government Code §65852.3(a)), provided it is placed on a permanent foundation and siding extended to the foundation in a manner consistent with conventional homes.
- c. Existing multi-family units or newly constructed multi-family units completed prior to close of escrow which provides for individual ownership of the units, (i.e., condominiums or town houses).

3. Property Standards for Existing Units/Eligible Acquisition

- a. All housing units must meet all applicable State and Local codes and ordinances, and zoning ordinances by the close of escrow.

- b. Requirements for home or newly constructed home ownership of existing property prior to transfer of the ownership interest:
 - 1. Before transfer, the Housing Development Supervisor or Building Inspector will inspect the property for any defects that pose a danger to health and will notify the prospective purchaser of work needed to cure defects, the time by which defects must be cured and applicable property standards met as follows:
 - i. Housing must be free from all noted health and safety defects before occupying.
 - ii. Housing must meet all applicable local codes and Housing Rehabilitation Standards prior to transfer of the ownership interest.
 - c. Property must be used as principal residence of applicant.
 - d. The house must have a reasonable number of bedrooms to accommodate for the household size.
4. Maximum Loan Amount
- An amount that, when added to the outstanding indebtedness (the primary loan and OCEMAP loan subsidy) on the property, creates a total indebtedness that does not exceed 100% of the appraised value or market value estimate, unless special LAC approval is given to exceed appraised value.
- All out-of-pocket costs such as appraisal, credit report, private lender fees and points, title costs, recordation fees, building permits, legal fees, etcetera shall be borne by the borrower unless special LAC approval is given to include some non-reoccurring closing costs into the loan.
5. Floodplain Restrictions
- Housing located in a 100-year floodplain will not be eligible for OCEMAP assistance.
6. Lead-Based Paint Requirements

OCEMAP-assisted properties constructed in or prior to 1978 will meet lead-based paint requirements prior to purchase as follows:

- a. Lead-based paint notifications are given to purchasers;
- b. Properties will be inspected for defective paint surfaces; and
- c. If defective paint surfaces are found, they will be properly abated in accordance with State Regulations.
- d. Should the appraisal note any chipped and/or peeling paint, the City will require further review that will include testing by a certified specialist, abatement and subsequent clearance before any OCEMAP funding can be provided.

7. Acquisition Notice

Acquisition notice containing the items listed below will be provided to the seller prior to making the purchase offer:

- a. The purchaser has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement;
- b. An estimate of the fair market value of the property.

If an acquisition notice is not provided prior to the purchase offer, a provision that the seller may withdraw from the agreement after this information is provided.

8. Relocation Requirements

Tenant-occupied properties will not be eligible for City of Oroville OCEMAP assistance.

9. Applicant Qualifications

Applicant must be employed full-time, by the City of Oroville for a minimum of ~~6 months.24 months., and months and must have passed their probationary term per MOU.~~

Applicant must have written approval from their department head and/or City Administrator.

Applicant must have a positive credit profile with no outstanding collections, foreclosures or bankruptcies and

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qualify for a ~~fully-amortized~~ fully amortized, fixed rate prime loan with a private lender.

B. MORTGAGE SUBSIDY LOAN AMOUNT

The amount of OCEMAP mortgage subsidy assistance will be a flat amount of \$50,000 or 20% of purchase price, whichever is less.

C. HOUSING EXPENSE and OVERALL FIXED DEBT RATIOS

The qualifying housing expense ratio and overall fixed debt ratio shall be determined by the borrower's primary lender.

The primary lender shall base the applicant's qualifying housing expense and overall fixed debt ratios on a prime rate loan that is fully amortized.

D. PRIORITIES

1. The initial funding for the program shall be allocated on a first come first serve basis. A maximum of five (5) OCEMAP loans will be funded per year, as funding is available.
2. Priority shall be named on the date of the OCEMAP receipt of written notification of a completed loan package from the primary lender.

E. TERMS OF MORTGAGE SUBSIDY ASSISTANCE

1. Loan Terms

The loan amount shall be \$50,000 or 20% of the purchase price, whichever is less with simple interest thereon, at the rate of three percent (3%) simple interest per annum for ~~each year for~~ the first ten (10) years, on the tenth (10th) commencing on the year following the date of the Promissory Note, simple interest will stop accruing and 10 percent (10%) of the interest accrued will be forgiven every year until the 20th year of the Promissory Note, at the end of year 20 all interest will be forgiven and principal only will be due. ~~If loan is paid off prior to year 20, a~~ All principal and interest to be due and payable at the time and in the manner as provided for by the

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Promissory Note.

The loan term of the OCEMAP loan is deferred until termination of employment with the City of Oroville,

The loan shall become immediately due and payable through the occurrence of one of the following events:

- Employment with the City of Oroville has been terminated, either voluntarily or involuntarily.
- Property is sold,
- Title is transferred,
- Any portion of the property is rented or leased,
- Property is no longer the borrower's primary residence,
- Or as otherwise stipulated in the OCEMAP loan documents.

The OCEMAP loan documents detail all loan terms in their entirety. Please reference Exhibits "A", "B", and "C" attached to these program guidelines.

2. Security

The OCEMAP loan is secured by a Deed of Trust and shall be subordinated only to a first Deed of Trust from the primary lender.

3. Payments

Payments of principal and interest are deferred until the borrower is terminated from employment with the City of Oroville.

Payments of principal and interest shall become due and payable upon sale, lease, or transfer of the property, or when the homeowner ceases to occupy the property as their principal residence.

4. Impound Account

An impound account will be set up for all primary mortgage loans. Impound accounts will include funding for property taxes, assessment fees, and insurance for the life of the silent OCEMAP loan.

F. SUBORDINATION, ASSUMPTION & TRANSFER

The purpose of the (OCEMAP) is to serve as a recruitment incentive and encourage the longevity of permanent, full-time employees for the City of Oroville

The Promissory Note is not automatically assumable but is subject to Section 711.5 of the California Civil Code which allows the City to accelerate all amounts due under the Note if the employee is no longer a full-time employee for the City of Oroville.

Although Borrower may sell or transfer the Property without causing the principal and any outstanding interest which hereafter accrues under the Promissory Note, to become immediately due and payable, provided Borrower has obtained written consent from the City of Oroville prior to such sale or transfer.

Complete property transfer and loan assumption parameters and specifics are outlined in the OCEMAP loan documents that are attached hereto as Exhibits "A", "B", and "C".

At the sole option of the City of Oroville, the City may require the execution of a new OCEMAP Loan Agreement, Promissory Note, and new Deed of Trust securing the Promissory Note with any loan modification(s).

In the event a loan recipient requests the City of Oroville to subordinate its OCEMAP loan to a new Deed of Trust, the Director/Manager of Business Assistance and Housing Development will prepare a report for the City Administrator which contains the following information:

1. The primary lender, requesting the subordination, shall provide the City with a summary of the proposed primary loan that includes, but is not limited to the following:
 - a. Loan ~~amount;~~amount.
 - b. Interest ~~rate;~~rate.
 - c. Proposed housing expense ratio and overall fixed debt ratio~~;~~;
 - d. Current appraised value~~.~~.

2. The primary lender, shall also provide the City with a summary of the original loan terms that includes, but is not limited to the following:
 - a. Original loan ~~amount;~~amount.
 - b. Original interest ~~rate;~~rate.
 - c. Original housing expense ratio and overall fixed debt ~~ratio;~~ratio.

- d. Original appraised value.
- 3. Primary lender shall provide a statement indicating whether the owner is receiving cash or paying off other debts from the funds received through the refinancing of the loan.
- 4. The City Administrator will evaluate the report and determine the effect of the request on the City original loan security.
 - a. If the City's position is enhanced, the City Administrator may approve the subordination agreement.
 - b. If the City's position is reduced or the City Administrator does not recommend approval, and an appeal is requested by the applicant, the City Administrator shall forward the request to the Loan Advisory Committee (LAC).

The LAC may approve or deny a request for subordination or may recommend consideration by the City Council.

- 5. Applicants denied OCEMAP assistance, or are otherwise dissatisfied with financing decisions, may request a review hearing with the three member Housing Appeals Board) consisting of ~~two~~ two members of the City Council and the Mayor.

A request for review must be submitted, within fifteen (15) days following the notification to the ~~applicant, applicant~~ of the City Administrator's decision, to deny the request for subordination, assumption, or transfer. The appeal must be made writing to the Director/Manager of Business Assistance and Housing Development.

V PROCEDURES

A. APPLICANT PROCESSING

- 1. Purchase and Primary Financing
 - a. It is suggested that the applicant first find a lender and become pre-qualified for the loan, then look for a home to

purchase.

- b. Applicants are not required to use any particular bank or brokerage and are encouraged to seek competitive market financing. The Business Assistance and Housing development staff will assist with any questions or concerns that applicants may have.
- c. The primary lender shall provide applicant with a fully-amortized prime rate loan. Further, the lender shall determine qualifying housing expense and overall fixed debt ratios in accordance with the terms of the prime rate loan.

Upon securing a lender and providing an address for the purchase, an escrow account shall be opened and a tentative date for closing shall be established.

The purchase agreement should be written in such a way that if the sale of the home does not come to completion, any deposit made by the borrower will be returned in full.

The lender shall provide a copy of a preliminary title report, a copy of escrow instructions, a copy of an appraisal, complete lender's package, and a copy of the lender's Letter of Commitment, which shall include the terms of the loan, to the City. These documents must be provided to the City before the LAC can be called. At a minimum, a full sixty-day (60) escrow is required for all OCEMAP loans.

It is the responsibility of the borrower/lender to notify the Business Assistance and Housing Development staff that escrow has opened.

- d. When all items have been received, the Business Assistance and Housing Development staff will prepare the loan request and present a summary of information to the LAC. Full lender packets (excluding appraisal information only) will be required by the agenda cut-off date in order to be scheduled for the meeting. Lender packets not received by agenda cut-off dates will be held until the next scheduled meeting date. Lender packets will be returned if incomplete.

A Deed of Trust, Promissory Note, Loan Agreement, Truth in Lending, Request for Notice and any other documents the Business Assistance and Housing Development staff may request, will be signed in escrow

by the buyers. This transaction shall be concurrent with the signing of the first mortgage lender's loan documents.

- e. Before incurring appraisal costs, the Department of Business Assistance and Housing Development must be called to verify that the loan has been approved by the City's LAC and that loan funding is still available. Verification will be the responsibility of the borrower/lender.
- f. Upon close of escrow a policy of title insurance will be issued and a certified copy of closing statements shall be required for the file.
- g. All properties selected must be inspected by the City Building Department and/or Housing Development Supervisor two weeks prior to the scheduled LAC review dates. It is the responsibility of the borrower/lender/real estate agent to call the Building Department and schedule an appointment.

2. Private Lenders

- a. Lender will determine the loan eligibility of the applicant. Business Assistance and Housing Development staff will verify subsidy eligibility based on City OCEMAP policies.
- b. Lender performs all underwriting criteria on the loan.

The qualifying housing expense ratio and the overall fixed debt ratio shall be determined by the primary lender.

The primary lender shall base the applicant's qualifying housing expense and overall fixed debt ratios on a fully amortized fixed rate prime loan.

- c. Lender performs all credit analysis on applicant. All costs, up-front and closing, shall be paid by the borrower. The borrower shall not be reimbursed for these costs at any time.

Closing costs may not be included in the primary mortgage or the City OCEMAP loan.

- d. Lender transmits to Business Assistance and Housing Development staff a current (within 90 days) title report and appraisal. In the event the lender does not require either document, the applicant will provide them.

- e. Lender advises the Business Assistance and Housing Development staff of preliminary loan approval and the applicant's request for a OCEMAP mortgage subsidy.
- f. All loans must be FHA approved (or equivalent i.e.: Cal Vet, Fannie Mae, Freddie Mac, USDA Rural Development, etcetera).

3. Property Inspection

- a. All properties selected must be inspected by the City Building Department and/or Housing Development Supervisor two weeks prior to the scheduled LAC review dates. It is the responsibility of the borrower/lender/real estate agent to call the Building Department and schedule an appointment.
- b. The property will also be inspected for lead-based paint hazards. A list of corrections or deficiencies that will need to be made will be submitted to the seller, real estate agents, and/or lenders. It will be the responsibility of the parties involved to make the necessary corrections prior to the close of escrow.

It is the responsibility of the lender or real estate agent to call the Department of Business Assistance and Housing Development at 530-538-2495 to schedule the property inspections, and re-inspection to clear any possible deficiencies.

- c. The City of Oroville, however, is under no obligation to make or supervise the repairs and improvements. Inspections by the Business Assistance and Housing Development staff and/or City of Oroville is for the sole purpose of protecting the City's security and is not to be construed as a representation that the repairs and improvements will be free from faulty material or work.

The owner has the right to, and may make or cause to be made, other independent inspections as desired for his/her own protection.

Prior to initial occupancy after transfer of ownership, property must be free from health and safety defects. The unit must meet all property standards prior to the close of escrow.

4. Loan Approval

- a. Loans will be approved by the Loan Advisory Committee (LAC) established by the Oroville City Council.
- b. Loan requests requiring exceptions to these guidelines shall be considered by the LAC. The LAC shall have the authority to approve a loan-to-value (LTV) ratio (primary loan plus the city loan) exceeding 100% appraised value on a case-by-case basis. An example where this might occur would be in the event the appraised value is exceeded to allow the upfront financed mortgage insurance or a portion of the non-reoccurring closing costs to be included within the City's \$50,000 loan amount. A more extensive circumstance than above may require City Council consideration.
- c. Loans that have been approved by LAC, including the information from the primary lender, must remain the same as approved by LAC upon close of escrow.
- d. Any changes to the loan amount, term, rate, etc. on the primary loan shall have to be approved by LAC. The only exception to this rule is if the interest rate should change before escrow closes due to an unforeseen reason. If this should occur, the Director/Manager of the Business Assistance and Housing Development Department shall have the authority to accept minor fluctuations in the interest rate on the primary loan and everything else complies with Program Guidelines.

5. Loan Closing

- a. City deposits a ~~OCEMAP~~ mortgage subsidy with loan documents and appropriate instructions in escrow. The City Administrator is authorized to execute loan documents on behalf of the City of Oroville loans approved in accordance with these guidelines and other loan criteria as stipulated in the OCEMAP loan documents.
- b. Loan documents are signed by the applicant and recorded concurrently with loan documents from a primary lender.

6. Loan Servicing

- a. Loan repayments will be processed by the Finance Department.
- b. Annual monitoring to confirm program compliance will be performed by the Business Assistance and Housing

Development staff.

7. Loan Services

Loan repayment documents will be processed by the Business Assistance and Housing Development Department staff.

8. Loan Pay-Off

Loan pay-off specifics are outlined in the OCEAP loan documents that are attached hereto as Exhibits "A", "B", and "C".

9. Defaults and Foreclosure

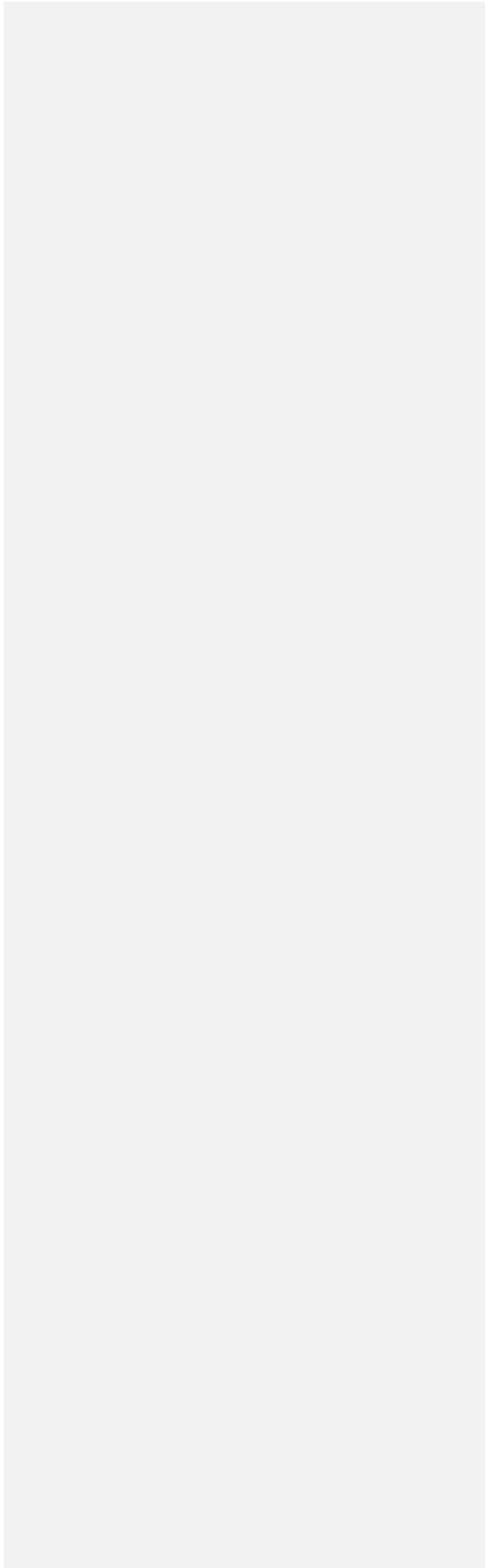
When a first mortgage loan goes into default, every effort will be made by the Business Assistance and Housing Development Department staff to work with the borrower to resolve the problem, and attempts will be made to work out viable solutions.

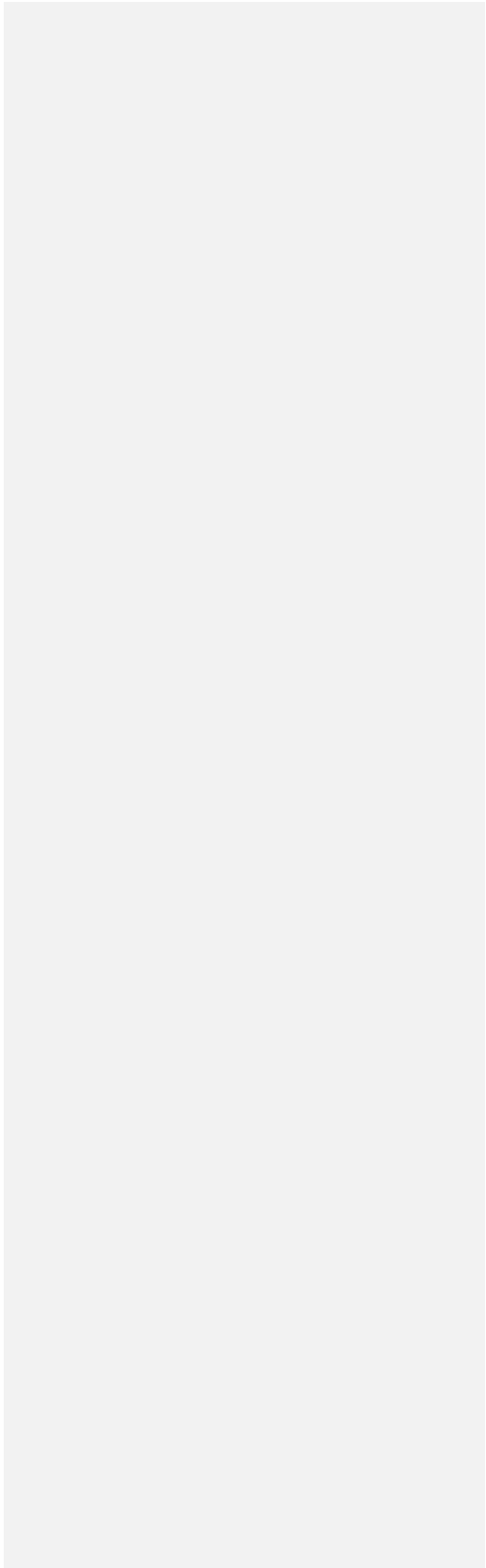
10. Equal Opportunity and Fair Housing

No person shall, on the grounds of race, color, national origin, religion, or sex be excluded from participation; denied benefits; or be subjected to discrimination relating to program benefits, employment, contracting, and/or fair housing under any City of Oroville Program.

Approval:

04/12/2022







CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

**FROM: AMY BERGSTRAND, DIRECTOR
BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT**

FRED MAYO, DIRECTOR, PUBLIC WORKS

**RE: RATIFY MEMORANDUM OF UNDERSTANDING WITH BUTTE COUNTY
FOR OPHIR ROAD REHABILITATION PROJECT**

DATE: MARCH 19, 2024

SUMMARY

The Council may consider ratifying the Memorandum of Understanding (MOU) with Butte County for the Ophir Road Rehabilitation Project.

DISCUSSION

The Butte County Ophir Road Rehabilitation Project is a collaborative initiative between the City of Oroville and the County of Butte aimed at repairing and restoring Ophir Road, a minor arterial road south Oroville area, to its pre-disaster design, function, and capacity following significant damage caused by the extraordinary number and weight of debris removal trucks involved in the Camp Fire recovery efforts. This project encompasses a total roadway length of approximately 1.63 miles, with 1.06 miles under the County jurisdiction and 0.57 miles within the County.

The extraordinary number and weight of debris removal trucks after the Camp Fire resulted in significant road damage. In response to this damage, the County and the City applied for and received Community Development Block Grant -Disaster Recovery Infrastructure Funds (CDBG-DR Infra) to assist with the repair and restoration of the road to its pre-disaster condition.

The City and the County both recognized that by entering into this MOU, the project delivery for the entire project area, will be streamlined and expedited rather than if each jurisdiction separately addressed their own sections of the roadway.

The purpose of the MOU is to establish City and County responsibilities regarding the project. The County will be the lead agency for the project delivery, providing project oversight and grant administration. The County shall implement cost tracking and recovery processes to clearly identify County and City expenditures. The City's CDBG-DR allocation is \$365,000, and the County will be directly reimbursed through the CDBG-DR program. In the event that project cost exceed the City's CDBG-DR funding allocation, the City agrees to reimburse the County

for any additional costs, including staff time, construction inspections and management, and project and grant administration. While the project has yet to go out to bid, preliminary estimates anticipate the City's portion of this project to cost between \$800,000 - \$1,000,000.

FISCAL IMPACT

City will reimburse the County for costs that exceed the \$365,000 allocation from CBDG DR. District Tax Fund 102.1302.6030

RECOMMENDATION

1. Approve memorandum of Understanding between the City of Oroville and Butte County for Ophir Rd. Rehabilitation Project.
2. Adopt Resolution No. xxxx - A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE COUNTY OF BUTTE FOR THE OPHIR ROAD REHABILITATION PROJECT.

ATTACHMENTS

Resolution No.
MOU with Butte County

CITY OF OROVILLE
RESOLUTION NO. 9235

1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,
AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE AFFORDABLE
HOUSING AND SUSTAINABLE COMMUNITIES (AHSC) GRANT PROGRAM

4

WHEREAS, The State of California, the Strategic Growth Council (SGC) and the Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated January 19, 2024 (NOFA), under the Affordable Housing and Sustainable Communities (AHSC) Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

8

WHEREAS, City of Oroville (Applicant) desires to apply for AHSC Program funds and submit the Application Package released by the Department for the AHSC Program; and

10

WHEREAS, the SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of this NOFA, Program Guidelines, Application Package, and Standard Agreement. The Department is authorized to administer the approved funding allocations of the AHSC Program.

11

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

15

Section 1. Applicant is hereby authorized and directed to apply for and submit to the Department the AHSC Program Application as detailed in the NOFA January 19, 2024, for round 8 in the total amount up to \$25,000,000 of which \$15,000,000.00 is requested as a loan for an Affordable Housing Development (AHD) (“AHSC Loan”) and \$10,000,000.00 is requested for a grant for Housing-Related Infrastructure(HRI), Sustainable Transportation Infrastructure (STI) as defined in the AHSC Program Guidelines adopted by SGC on December 14, 2023. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute, and deliver a State of California Standard Agreement (Standard Agreement) in a total amount up to \$25,000,000.00 and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program funds from the Department, and all amendments thereto (collectively, the AHSC Documents”)

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Section 2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full

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is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.

Section 3. The City Administrator, or designee, is authorized to execute in the name of the Applicant the AHSC Program Application Package and the AHSC Program Documents as required by the Department for participation in the AHSC Program

Section 4. The Resolution shall be effective upon adoption.

Section 5. The Assistant City Clerk shall certify to the adoption of this Resolution.

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PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on March 19, 2024, by the following vote:

AYES: 10

NOES: 11

ABSTAIN: 12

ABSENT: 13

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David Pittman, Mayor

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APPROVED AS TO FORM:

ATTEST:

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Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

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MEMORANDUM OF UNDERSTANDING
Between
The County of Butte
And
The City of Oroville
For the
BUTTE COUNTY OPHIR ROAD REHABILITATION PROJECT

This Memorandum of Understanding (MOU) is by and between the County of Butte, a political subdivision of the State of California, hereinafter referred to as "County" through its Butte County Public Works Department and The City of Oroville, herein referred to as "City". This MOU shall set forth the types and terms of collaborative services between County and City in relation to the Butte County Ophir Road Rehabilitation Project.

TERM:

The term of this MOU shall commence on the 23rd day of February, 2024 and shall terminate, upon final closeout billing between County and City.

BACKGROUND AND DESCRIPTION OF THE PROJECT:

The Butte County Ophir Road Rehabilitation Project, herein referred to as "Project," is a collaborative initiative between the County and City aimed at repairing and restoring Ophir Road to its pre-disaster design, function, and capacity following significant damage caused by the extraordinary number and weight of debris removal trucks involved in the Camp Fire recovery efforts. This project encompasses a total roadway length of approximately 1.63 miles, with 1.06 miles under County jurisdiction and 0.57 miles within City limits.

The Camp Fire was the deadliest and most destructive wildfire in California's history and one of the most catastrophic in the United States. Igniting on November 8, 2018, in Butte County, Northern California, the fire was driven by strong winds and dry conditions, rapidly spreading through the town of Paradise and surrounding areas. It destroyed over 18,000 structures, including homes and businesses, and covered an area of approximately 153,336 acres (about 240 square miles). The fire caused at least 85 fatalities, making it the deadliest U.S. wildfire in modern U.S. history.

Ophir Road is a minor arterial road in the south Oroville area and was actively used for Camp Fire recovery efforts. The extraordinary number and weight of debris removal trucks after the Camp Fire recover efforts resulted in devastating road damage. In response to this damage, the County and City applied for and received Community Development Block Grant – Disaster Recovery (CDBG-DR) grant funding to assist with the repair and restoration of the road to its pre-disaster design, function, and capacity.

The County and City recognize that entering into this MOU can help expedite project delivery by unifying and standardizing project delivery processes and procedures, which can provide tremendous community benefit.

PURPOSE:

This MOU is intended to establish City and County responsibilities and guidelines regarding the Project.

SERVICES TO BE PROVIDED:**Duties and Responsibilities of City:**

- Upon receipt from the County, the City will be responsible for amending the County's Project Plans, Specifications, and Estimates (PS&E) package to reflect and incorporate the additional repairs for the City-maintained portions of Ophir Road.
- City agrees to utilize County construction processes, procedures, and contract language as outlined in the County's PS&E package.
- For the purposes of project bidding, cost recovery, and project tracking, City to prepare bid sheet data that clearly separates county and city construction task items.
- Upon incorporation of repairs to the City-maintained portions of Ophir Road, the City shall submit a revised draft PS&E package to the County for final review that incorporates City and County work.
- City will timely coordinate with County as needed in the preparation of the final PS&E package.
- City will timely coordinate during the construction advertisement, project award, and construction of the Project.
- City and its agents will make themselves available to answer requests for information during the solicitation period and during the ongoing construction.
- City to reimburse County for any costs incurred for the project as outlined below.

Duties and Responsibilities of County:

- County shall provide City with an updated draft copy of the current Project Plans, Specifications, and Estimates (PS&E) for the repairs to the county-maintained portions of Ophir Road.
- Upon receipt of revised draft PS&E package, County shall review revised draft and coordinate with City to resolve any questions or concerns.
- County will provide a Quality Assurance / Quality Control (QA/QC) and constructability review of the draft final PS&E package upon receipt from City and shall timely correspond with the City on any edits or changes impacting the City.
- County will revise and resubmit the County's application for CDBG-DR funding to include the revised project scope that includes the City's portion of the project and shall represent the City's interest in these efforts.
- County will coordinate all other correspondence, documents, and submittals relating to the CDBG-DR review and approval process, including environmental certification, and shall represent the City's interest in these efforts.
- Once the environmental is complete, County will need to receive a formal Notice to Proceed from HCD for the construction phase to begin.
- County will be the lead agency for project delivery, which includes, but is not limited to preparing final PG&E package and bid documents, bid solicitation, contract award, construction management and inspection, contract and grant administration, and project closeout.
- County shall coordinate with City prior to contract award to ensure agreement on contract terms and prices.
- County will provide all grant administration and reporting for the Project, including correspondence with State and Federal agencies.
- County will track all construction and grant activities related to County's and City's portion of the Project separately for billing and grant purposes.
- County will provide regular project status updates and communicate with City as needed throughout the project delivery process.

Compensation:

The County shall submit CDBG-DR reimbursement requests in a timely manner and shall implement cost tracking and recovery processes to clearly identify County and City expenditures. It is estimated that the City's CDBG-DR funding allocation is \$365,000, and County will be directly reimbursed for all expenses through available CDBG-DR funding up to \$365,000 for all costs associated with the City's portion of the Project. The County will provide copies of CDBG-DR reimbursement requests with the City and shall communicate throughout the project delivery process, providing documentation on request supporting these reimbursement requests.

County and City will make all effort to clearly separate and delineate cost shares. Recognizing that there may be instances where City and County cost share cannot be clearly separated, City will be responsible for reimbursing the county as a percentage of City linear road mileage compared to the entire roadway. This may include – but is not limited to - all bid line items that are quantified in “lump sum” that are listed in the County's bid schedule.

In the event that project costs exceed City's CDBG-DR funding allocation of \$365,000, City agrees to the following:

- Reimburse County for any additional costs exceeding \$365,000 at the County's actual costs, including (but not limited to) staff time for engineering, construction inspection and management, and project and grant administration. Reimbursement shall be made within thirty (30) days after written request by County.
- County to provide all necessary documentation to justify cost recovery.

INDEMNIFICATION:

It is agreed that City shall defend, save harmless and indemnify County, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of City, its officers and/or employees. It is further agreed that County shall defend, save harmless and indemnify City, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this MOU and which result from the negligent acts or omissions of County, its officers and/or employees.

In the event of concurrent negligence of City, its officers and/or employees, and County, its officers and/or employees then the liability for any and all claims for injuries or damages to persons and/or property which arise out of the terms and conditions of this MOU shall be apportioned under principles of comparative negligence as established presently by California law, or as may be hereafter modified.

ALTERATION OF TERMS:

The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

NOTICES:

All notices permitted or required under this Agreement shall be given in writing to the respective Parties at the following email and physical addresses, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or when

mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

CONTACTS:

Terry Edwards, Assistant Director of Public Works
Butte County Public Works
7 County Center Drive
Oroville, CA 95965
530-538-7681
Tedwards@buttecounty.net

Amy Bergstrand, Director of Business Assistance/Housing Development
1735 Montgomery Street
City of Oroville
Oroville, CA 95965
530-538-2584
abergstrand@cityoforoville.org

Fred Mayo, Director of Public Works
City of Oroville
1735 Montgomery Street
Oroville, CA 95965
530-538-2405
fmayo@cityoforoville.org

DISPUTE RESOLUTION:

In the event of a dispute, the parties agree to first attempt to resolve the issue informally. This involves direct communication between the project managers or designated representatives from the City and County who are directly involved in the project's oversight. The parties shall meet and confer in a good faith effort to resolve the dispute without the need for formal proceedings. This step should be initiated within 10 business days of the dispute arising.

If the dispute cannot be resolved through direct negotiation within 15 business days, the issue shall be escalated to senior management. Each party will designate a senior official who has the authority to make binding decisions regarding the project. These officials shall meet within 10 business days of the dispute being escalated to attempt to resolve the dispute.

APPLICABLE LAW AND FORUM:

This MOU shall be construed and interpreted according to California law and any action to enforce the terms of this MOU for the breach thereof shall be brought and tried in County of Butte.

TERMINATION:

Either party may terminate this MOU by providing the other party with a written notice of intention to terminate. Such notice must be given at least thirty (30) days prior to the intended date of termination. Upon the issuance of a termination notice, both parties agree to engage in good faith negotiations to address any ongoing obligations or unresolved issues resulting from the termination. This may include, but is not limited to, the completion of pending tasks, finalization of financial settlements, and the return

of any resources or documents provided by one party to the other during the term of this MOU. The rights and obligations under the sections entitled "Indemnification," "Compensation," and any other provisions of this MOU, which by their nature should survive termination, shall continue beyond the expiration or termination of this MOU.

INTEGRATION/ENTIRE AGREEMENT OF PARTIES:

This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only by a written amendment executed by both Parties.

Either party may propose an amendment to this MOU at any time. Proposals for amendments should be submitted in writing to the designated contact person of the other party. The proposal should detail the suggested changes and the reasons for such changes. Upon receiving a proposal for amendment, the receiving party shall review the proposed changes and may request further information or clarification. The parties shall then engage in discussions to negotiate the terms of the proposed amendment. This process should aim to reach a mutual agreement on the necessity and specifics of the amendment.

Once the parties reach an agreement on the proposed amendment, a draft amendment document will be prepared. The draft should clearly specify the changes to be made to the MOU, including any additions, deletions, or other modifications. The draft amendment must be reviewed and approved by the authorized representatives of both parties. Approval may require internal consultations or approvals in accordance with each party's policies or regulations. Once approved, the amendment shall be executed by the duly authorized representatives of both parties. The date of execution will be the effective date of the amendment unless specified otherwise within the document.

Copies of the executed amendment will be distributed to both parties for their records. The amendment shall be attached to the original MOU and shall be considered an integral part of the agreement from the effective date of the amendment.

SIGNATURE AUTHORITY:

Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been properly authorized and empowered to enter into this MOU.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

CITY


 Brian Ring, City Administrator Date
 City of Oroville 2/23/24

COUNTY


 Andy Picket, Chief Administrative Officer Date
 County of Butte

Approved as to Form:
 Scott Huber
 Attorney, City of Oroville

By: 
 2/23/2024
 Date

Approved as to Form:
 Brad J. Stephens
 BUTTE COUNTY COUNSEL

By: 
 2/23/24
 Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: CHRIS TENNS, CALFIRE ASSISTANT CHIEF - OROVILLE CITY DIVISION

RE: PURCHASE OF PERSONAL PROTECTIVE EQUIPMENT GEAR LOCKERS

DATE: MARCH 19, 2024

SUMMARY

Council may consider authorizing the Fire Department to purchase personal protective gear lockers in an amount not to exceed \$14,985.00.

DISCUSSION

Staff is requesting to purchase 19 personal protective equipment (PPE) gear storage lockers. The current PPE gear storage lockers utilized at the Oroville City Station for storing firefighter protective equipment are over twenty years old and have significantly deteriorated over time. Firefighter protective equipment is highly specialized, expensive and requires proper storage to preserve its functionality and extend its lifespan. Our current gear lockers lack sufficient capacity to accommodate a second set of turnouts and proper security, which is essential for ensuring the readiness of our firefighters. Modern gear lockers offer customizable storage options and organizational features, allowing for efficient arrangement and access to equipment.

FISCAL IMPACT

Expenditures of \$14,985.00 from the Fire operational budget fund 1150-6430

RECOMMENDATION

Staff recommends council authorize the Fire Department to purchase personal protective gear lockers in an amount not to exceed \$14,985.00.

ATTACHMENTS

Quote

Quotation



GearGrid Corporation
670 15th St SW
Forest Lake, MN 55025
Phone: (651) 464-4468 Fax: (651) 464-4780
www.geargridcorp.com

Quote Number: 00009644
Quote Date: 3/4/2024
Customer Number:

Project Name: City of Oroville (Cal Fire) - WM Lockers
Specification Section: --
Addenda Acknowledged: --

Sold To:

Cal Fire - Oroville Fire Department
Please Confirm
Oroville, CA 95965

Ship To:

Cal Fire - Oroville Fire Department
Please Confirm
Oroville, CA

Phone: 5306322829

Fax:

E-mail: bradley.long@fire.ca.gov

Confirm To:	Carrier	F.O.B.	Terms	Quote Provided By:
Brad Long	Old Dominion	Origin	Net 30	Jeff Anderson

Part Number	Description	UOM	Quantity Ordered	Price	Extended Amount
413104	LKR-w/dr-30Wx72Hx24D-4openings		1	\$2,854.00	\$2,854.00
401013	Hanger-Coat Dry	EA	38	\$15.00	\$570.00
492031	Kit, Hangbar Secure Bracket	EA	3	\$5.00	\$15.00
401130	GearHanger Hanging Rod 30"		19	\$29.00	\$551.00
413106	LKR-w/dr-30Wx72Hx24D-6opening		1	\$3,824.00	\$3,824.00
413109	LKR-w/dr-30Wx72Hx24D-9opening		1	\$5,486.00	\$5,486.00

Quote Notes:

- (19) GearGrid 30"W x 24"D lockers with doors
- Wall Mount Banks of 4, 6, 9
- Each locker comes standard with 2 adjustable shelves, 3 apparel hooks and wire grid back panels.
- Optional accessories included: Stainless Steel Hangbar and (2) GearDryer Hangers per locker.

2-27-2024 Updated quote to 2024 pricing

3-4-2024 - Changed layout to banks of 4, 6 and 9 lockers

1. Assembly/Installation provided by: Orville Fire
2. GearGrid can provide (NON-UNION, NON-CERTIFIED PAYROLL) Assembly and Installation for an ADDED price of: N/A
Estimated Ship Date: Approximately Please check at time of order weeks after receipt of order.
3. This quote does not include nameplates, please source at www.firehouseid.com or locally
4. If Doors are ordered GearGrid does not provide padlocks or other locking devices unless otherwise indicated.
5. When Powerbars are ordered, electrical wiring, receptacles and installation of electrical are not included. Please consult local certified electrician.

Net Order:	\$13,300.00
Freight:	\$1,685.00
Sales Tax:	
Order Total US \$:	\$14,985.00

6. GearGrid products are packaged on 74" long x 44" wide skids, standard trailer delivery. Off-loading by others. If lift gate or other special services are desired, this must be requested at the time of initial quote request.

Quotation is valid for 90 days for product costs; freight charges are valid for 30 days.

TERMS AND CONDITIONS OF SALE

Item 8.

1. **GENERAL.** These Terms and Conditions apply to all sales of goods ("Goods") by GearGrid, LLC ("GearGrid") to any proposed Buyer ("Buyer"). Any additional or different terms and conditions proposed by the Buyer are objected to and hereby rejected, notwithstanding any terms and conditions that may be contained in any purchase order, acknowledgment, notice, communication or other Buyer form, unless such additional or different terms are expressly accepted by Seller in writing, signed by an authorized officer of Seller. Acceptance by Buyer of any goods from Seller shall be considered acceptance of these Terms and Conditions. If these Terms and Conditions, or any related documents from Seller, are deemed to be a response to a Buyer document, then notwithstanding any additional or different terms that may be embodied in Buyer's document, Seller's response is expressly conditional on Buyer's consent to the additional and/or different terms and conditions set forth in these Terms and Conditions. If these Terms and Conditions are not acceptable to Buyer, Buyer must notify Seller in writing at once.
2. **VERBAL ORDERS.** Verbal orders are accepted only on the terms herein and in Seller's order acknowledgment. Any discrepancies between Seller's order acknowledgment and the Buyer's verbal order are not binding on Seller. PLEASE REVIEW GEARGRID'S ORDER ACKNOWLEDGMENT CAREFULLY.
3. **PAYMENT.** Unless otherwise stated in GearGrid's order acknowledgment or quotation, all invoices are due 30 days after the invoice date. Past due accounts will be charged interest at 1.5% per month, but not more the maximum interest rate allowed by law. Any wire transfer or related fees associated with payment of individual invoices will be the responsibility of the Buyer. A 3% fee will be added to any order paid using a credit card.
4. **SHIPPING DATES.** All shipping dates represent only a reasonable estimate of the time required for manufacturing at the time of order acceptance or quotation. These dates shall not be construed as promises or agreements to ship or deliver goods on specific dates.
5. **SHIPMENT - RISK OF LOSS.** Except as otherwise provided in Seller's invoice, all shipments will be made by F.O.B. Seller's manufacturing facility in Forest Lake, Minnesota. Shipping and insurance costs are not included in the individual product prices and shall be paid by Buyer. All goods are shipped at Buyer's risk. Title to the goods and risk of loss or damage shall pass to Buyer upon tender of delivery to the carrier in Forest Lake, Minnesota. All claims for shortage or for damage in transit must be reported to Seller within 10 days of delivery.
6. **DELAYS.** Delivery shall be subject to, and contingent upon, strikes, labor difficulties, riot, war, fire, delay or defaults of common carriers, governmental decrees or orders, inability to obtain necessary material or facilities or any other delays beyond Seller's reasonable control. Seller shall not be liable for any losses caused by such delays.
7. **CANCELLATION.** A cancellation fee will be applied to all cancelled orders. The amount of the cancellation fee will be based on the percent completion of the customer order.
8. **TAXES** - Seller's prices do not include taxes or other governmental charges with respect to the sale, purchase, delivery, use or transportation of Goods. Any such taxes which Seller may be required to pay or collect under any existing or future law shall be promptly paid to Seller by Buyer upon demand.
9. **WARRANTIES AND DISCLAIMERS.** Seller warrants to the Buyer that the Goods shall be free from defects in materials and workmanship for a period of one year from time of shipment. If Buyer notifies Seller in writing within the applicable period from the date of shipment by Seller ("Warranty Period") of such a defect in any Goods, and if Seller determines that such Goods are not in conformity with this warranty, Seller will repair or replace such Goods or refund to Buyer the purchase price of such Goods. Any claims not made within the Warranty Period are deemed waived by Buyer. **SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE OR AGAINST INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED BY SELLER.**
10. **PRODUCT WARRANTY PERIOD.** Unless otherwise stated, all GearGrid products are warranted as described in Warranties and Disclaimers, for a period of 2 years, except for the GridIron locker line which carries a 10 year standard warranty.
11. **RETURN & RESTOCKING POLICY.** Goods may not be returned without the Seller's consent, at its discretion and will be subject to a restocking fee. A minimum 25% restocking fee will apply to all returned products. No product may be returned without a Return Authorization and agreement provided by GearGrid. Any returned product received in damaged condition, will be subject to credit adjustment.
12. **LIMITATION OF REMEDIES. IN NO EVENT SHALL SELLER'S OBLIGATIONS WITH RESPECT TO ANY GOODS EXCEED THE PURCHASE PRICE PAID TO SELLER BY BUYER FOR THOSE GOODS. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGE, LOSS OR EXPENSE (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL), WHETHER SUCH CLAIM IS BASED ON CONTRACT, NEGLIGENCE, STRICT TORT OR WARRANTY.**
13. **INTERNATIONAL TRANSACTIONS.** If the Goods are to be shipped outside of the United States, no shipment will be authorized until Seller has received an irrevocable letter of credit issued to Seller for the entire purchase price of the Goods and issued or confirmed by a bank located in the United States that is acceptable to Seller in its sole discretion. The Convention on Contracts for the International Sale of Goods shall not apply to any transaction subject to these Terms and Conditions.
14. **GOVERNING LAW/DISPUTES** - These Terms and Conditions shall be governed by and interpreted in accordance with the internal laws of Minnesota. No action with respect to the Goods or arising out of these Terms and Conditions may be brought by Buyer more than one year after the cause of action has accrued. All disputes shall be resolved in state or Federal courts located in Hennepin County, Minnesota.
15. **EXCLUSIVE AGREEMENT** - No agreement varying these Terms and Conditions will be binding upon Seller unless in writing and signed by an officer of Seller.
16. **ASSEMBLY AND INSTALLATION (WHEN APPLICABLE)** GearGrid will be responsible for assembly/installation for the items quoted when the price is indicated on quote and accepted by customer. Customer will be responsible for off-loading material from carrier and storing in a safe, secure environment until scheduled installation. Customer is responsible for noting any damage to shipment with carrier at the time of delivery. The damage to be noted on Bill of Lading prior to signing and accepting shipment. Customer will also immediately notify GearGrid of shipment damage via email to sales@geargrid.com. Evidence of damage including description and pictures will be necessary. Customer will be responsible for providing a trash receptacle for packing materials and skid disposal. Customer will be responsible for accurate field measurements prior to GearGrid releasing order for production. Field dimensions should also note the material make-up of walls or floors that lockers will be anchored into and any impediments that will require special installation circumstances. Inaccurate field dimensions or omission of special installation circumstances that require additional costs in terms of materials or labor will be the sole responsibility of Customer. Customer will coordinate a firm installation date no later than 30 days prior to the required install date to allow for installer to coordinate travel logistics. If jobsite is not ready for installation as of previously agreed upon date,

Customer will be responsible for additional travel, lodging and other costs associated with delay. Customer will make sure area is free and clear of obstructions/clutter to allow for adequate space to work freely. Customer will advise of open days/hours work can be performed on site. GearGrid is not able to provide Certified Payroll or Union Wages.

17. **APPROXIMATE LABOR REQUIRED FOR ASSEMBLY AND INSTALLATION.** Using the information below will allow you to approximate the Man Hours required to assemble and install GearGrid products. These figures are provided as a courtesy and are dependent on a variety of factors including: labor experience and skill, jobsite conditions, accessories included, layout, etc. Please feel free to use these calculations, however GearGrid is not responsible for actual assembly and installation times.

First 6 Lockers: 1 hour per locker
Each locker after the first 6: .75 hours per locker
Locker Doors: Add .25 hours per door
Hose Racks, Slings, Miami, Suffolk, etc: 2 hours each



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: CHRIS TENNS, CALFIRE ASSISTANT CHIEF - OROVILLE CITY DIVISION

RE: FINANCIAL ADJUSTMENT OF CAL WATER ANNUAL FIREFIGHTER GRANT

DATE: MARCH 19, 2024

SUMMARY

The Council will consider a financial adjustment to the annual firefighter grant awarded by the California Water Service (Cal Water) for the Oroville Fire Department. This proposed grant, earmarked for the Fiscal Year 2024 (FY24), aims to facilitate the acquisition of 10 handheld thermal imaging cameras and associated equipment.

DISCUSSION

On January 16th, 2024, Council approved the annual Cal Water firefighter grant in the amount of \$10,000. However, upon formal notification to staff, it was discovered that the actual grant amount is \$11,151.39, resulting in a variance of \$1,151.39. Pending approval, the Fire Department intends to allocate the additional funds towards the acquisition of gear keepers, retractable lanyards and battery charging station. These additional equipment items are intended for charging and affixing the new thermal imaging cameras to firefighter protective gear.

FISCAL IMPACT

Additional grant revenue in the amount of \$1,151.39.

RECOMMENDATION

1. Accept the increase for the annual Cal Water firefighter grant in the amount of \$1,151.39.
2. Authorize the purchase of gear keepers, retractable lanyards and battery charging station.

ATTACHMENTS

Quote

Quote#	QU	Item 9.	4
Date	01/19/2024		
Exp. Date	03/31/2024		

Bill To:

City of Oroville
 2055 LINCOLN ST
 OROVILLE CA 95966-5325
 United States

Ship To:

City of Oroville
 2055 LINCOLN ST
 OROVILLE CA 95966-5325
 United States

Seek Thermal Equipment Accessories

ID	Name	Ordered By	Terms	Sales Rep	Shipping Method
372892	City of Oroville	Justin Khan	Net 30	David Diianni	FedEx Ground

#	Item Name	Description	Quantity	Unit Price	Amount
1	FR-FAA	Seek FirePRO300, Gear Keeper Retractable Lanyard	13	58.08	755.04
2	FD-CAA	Seek FirePRO300, Charger Dock (single unit)	1	289.99	289.99

<p>ACCEPTANCE OF QUOTATION</p> <p>The above prices, specifications, and conditions are satisfactory and are hereby accepted.</p> <p>Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.</p> <p>Quotation is valid until Mar 31, 2024</p> <p>Signature: _____ Date: _____</p>	Subtotal:	1,045.03
	Discount:	0.00
	Tax Total:	86.21
	Freight:	19.99
	Total:	1,151.23



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

FROM: JESS DARNELL, ASSISTANT CHIEF OF POLICE

RE: PURCHASE OF BOSCH CRASH DATA RETRIEVAL SOFTWARE

DATE: MARCH 19, 2024

SUMMARY

The Council will consider the purchase of Bosch Crash Data Retrieval Software and equipment, to be used in support of the Oroville Police Department, which will be used to retrieve information from electronic communication devices within vehicles after an accident. The initial cost of this software, license, and tool kit is \$29,250.00.

DISCUSSION

The Oroville Police Department currently utilizes the services of the Butte County District Attorney Investigations Bureau for the forensic download and analysis of electronic devices after minor collisions which is stored on an event data recorder (EDR) within a vehicle. However, for information on vehicles involved in major collisions (to include fatalities), the Oroville Police Department must solicit help from the California Highway Patrol, which includes scheduling the forensic examination of a vehicle through the Highway Patrol's Major Accident Investigation Team (MAIT). However, the Highway Patrol MAIT services law enforcement agencies throughout Northern California, which may delay the scheduling / execution of an investigation. By purchasing this software and equipment, the Oroville Police Department would have the tools available to then be able to partner with trained Investigators from the Butte County District Attorney Investigations Bureau to perform examinations on required vehicles in major collisions, and other major investigations which require the forensic download of vehicle software. Doing this would be a more efficient path forward on investigating major accidents, and other criminal cases that involve the use of a vehicle.

The Bosch Crash Data retrieval equipment is an important piece of equipment and software when it comes to major collisions which would include fatalities. This software will aid in the prosecution of criminals involved in vehicle collisions. Having this equipment local will aid in faster returns times to this office and will provided investigators and the administration with the answers they need when these types of crimes occur.

FISCAL IMPACT

First Year Participation Fee and Monthly Licensing	\$29,250.00
Annual Costs after initial purchase	\$0.00
Funding shall come from the Asset Forfeiture Fund.	

RECOMMENDATION

Authorize the purchase of Bosch Crash Data Retrieval Software and equipment

ATTACHMENTS

- 1. Crash Data Group Quote



P: (800) 280-7940
E: crash@crashdatagroup.com

QUOTE #		REV	
Q13932			
DATE	EXP DATE	REP	PREP BY
2/22/2024	3/22/2024	DS	

BILL TO	SHIP TO
Oroville Police Department 2055 Lincoln Street, Oroville, CA 95966 (530) 538-2451	Oroville Police Department 2055 Lincoln Street, Oroville, CA 95966 (530) 538-2451

Payment by Check:

1. Payable to Crash Data Group Inc
2. Mail to:
PO Box 892885
Temecula, CA 92589
3. Reference the "Quote #" on the Check

Purchase Order Instructions:

1. We only accept POs from Government agencies
2. We do NOT accept POs that are less than \$500.00
3. Reference the "Quote #" on the PO
4. All POs must be signed
5. Include the Name, E-mail, and Phone of the purchasing agent
6. All POs must be NET30 Terms and issued to:
Crash Data Group, PO Box 892885, Temecula, CA, 92589
7. POs may be emailed to: crash@crashdatagroup.com

ITEM	DESCRIPTION	QTY	RATE	TOTAL (USD\$)
CDR900DLCwSW		1		
CDR900DLC	Bosch CDR900 DLC Tool Kit	1	4,200.00	4,200.00T
F00E900038	Annual Bosch CDR Software Subscription.	1	1,500.00	1,500.00
	Bosch CDR 900 DLC Tool Kit with 1-year software license.			5,700.00
PREMIUM-ACM-KIT	This CDR Premium D2M Cable Bundle is the "gold-standard" as it contains all of the direct-to-module cables and adapters currently available in the Bosch CDR product line. (Does not contain cables/adapters that may have been discontinued).	1	23,400.00	23,400.00T
SHIP	Shipping and Handling	1	150.00	150.00T

FEIN: 46-3027670

Download our W9, Sole Source and other documents at
www.crashdatagroup.com/pages/crash-data-group-documents-support

SUBTOTAL	\$29,250.00
SALES TAX (0.0%)	\$0.00
TOTAL (USD\$)	\$29,250.00



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: JOSH FREITAS, ASSISTANT ENGINEER

**RE: AMENDEMENT TO CAPITAL PROJECT TASK ORDER 3 AMENDMENT
WITH ROLLS, ANDERSON & ROLLS**

DATE: MARCH 19, 2024

SUMMARY

The Council may direct staff regarding amending Task Order 3 for the design of three (3) capital improvement projects to include needed geotechnical services.

DISCUSSION

On September 19, 2023, Council approved the issuing of Task Order 3 to one of our On-Call Engineering consultants Rolls, Anderson & Rolls (RAR). This task order included the following roadways:

Georgia Pacific Way - Feather River Boulevard to Baggett Marysville Road. Improvements to include Pavement reconstruction, ADA curb ramp compliance and drainage improvements. \$94,400.00,

Oro Dam Boulevard East – Washington Avenue to Orange Avenue. Improvements to include Pavement reconstruction, ADA compliance, bike lanes, curb, gutter, and sidewalks. \$96,600.00, and

Norton Avenue – Montgomery Street to Bridge Street. Improvements to include pavement reconstruction, drainage improvements, road widening, on street parking, curb, gutter, and ADA curb ramp compliance. \$51,050.00.

There was a misunderstanding between City Staff and RAR. City staff had requested geotechnical services during scoping of these projects. These services were not included in RAR proposal but were provided as proposal from RAR's subconsultant and did not get approved in council at the time Task Order 3 was approved.

This amendment includes geotechnical services that were provided by Rolls, Anderson & Rolls subconsultant NV5 on these three roadway design projects. Services NV5 are currently providing are coring the existing roadway structures to determine thicknesses and areas of deficiency and developing a report on each roadway with recommendations for best results.

FISCAL IMPACT

The funds in the amount of \$32,273 will come from Fund 102 Measure U Funds.

RECOMMENDATION

Staff recommends the Council direct the City Administrator to proceed with the task order amendment discussed above with Rolls Anderson & Rolls Civil Engineers.

ATTACHMENTS

Rolls Anderson & Rolls Amendment

NV5 Proposal for Georgia Pacific Way

NV5 Proposal for Oro Dam Boulevard East

NV5 Proposal for Norton Street

Rolls, Anderson & Rolls Previously Approved Proposal

March 11, 2024

Mr. Josh Freitas
 Assistant Civil Engineer
 City of Oroville
 jfreitas@cityoforoville.org

**SUBJECT: CITY OF OROVILLE – ROAD PAVEMENT REHABILITATION PROJECTS
 GEORGIA PACIFIC WAY, OROVILLE DAM BLVD. EAST, NORTON STREET
 PROPOSAL FOR PROFESSIONAL SERVICES – AMENDMENT #1**

Dear Josh:

Based on our discussions, we propose to provide you the following professional services:

Task 22 - would involve providing geotechnical engineering services for the rehabilitation of Georgia Pacific Way from Feather River Boulevard to Baggett Marysville Road in Oroville, California. See the attached proposal for geotechnical engineering services for additional information.

Task 23 - would involve providing geotechnical engineering services for the rehabilitation of Oroville Dam Boulevard from Olive Highway to Acacia Avenue in Oroville, California. See the attached proposal for geotechnical engineering services for additional information.

Task 24 - would involve providing geotechnical engineering services for the rehabilitation of Norton Street from Montgomery Street to Bridge Street in Oroville, California. See the attached proposal for geotechnical engineering services for additional information.

The cost to complete the above tasks would be:

		Project Name			Sum of all three projects
		Georgia Pacific Way	Oroville Dam Blvd. East	Norton Street	
Task Order #3 of Contract 3345	Tasks 1 – 21 & A & B	\$94,400.00	\$96,600.00	\$51,050.00	\$242,050.00
	Total =	\$94,400.00	\$96,600.00	\$51,050.00	\$242,050.00
Amendment #1	Task 22	\$12,694.00	\$0	\$0	\$12,694.00
	Task 23	\$0	\$12,694.00	\$0	\$12,694.00
	Task 24	\$0	\$0	\$6,885.00	\$6,885.00
	Total =	\$12,400.00	\$12,694.00	\$6,885.00	\$32,273.00
Grand Total =		\$106,800.00	\$109,294.00	\$57,935.00	\$274,029.00

March 11, 2024
Mr. Josh Freitas
Page 2

Additional information about the geotechnical services can be found in the three attached proposals.

Please call if you have any questions.

Sincerely,

ROLLS, ANDERSON & ROLLS



Keith Doglio

Proposal No. PC23.121
 June 2, 2023

Mr. Keith Doglio, P.E.
 Rolls, Anderson & Rolls
 115 Yellowstone Drive
 Chico, California 95973
kdoglio@rarcivil.com

REFERENCE: **City of Oroville - Georgia Pacific Way Road Rehabilitation Project**
 Georgia Pacific Way, Oroville, Butte County, California

SUBJECT: **Proposal for Geotechnical Engineering Services**

Dear Mr. Doglio,

In accordance with your request, NV5 prepared this proposal to provide geotechnical engineering services for the rehabilitation of Georgia Pacific Way from Feather River Boulevard to Baggett Marysville Road in Oroville, California.

As part of the geotechnical engineering services, NV5 will perform the appropriate geotechnical engineering investigations in accordance with the requirements of the 2022 California Building Code (CBC). NV5 will prepare a geotechnical engineering investigation report that presents the findings, conclusions and recommendations for pavement reconstruction which will be specific to the proposed improvements. The following presents our understanding of the project and our proposed engineering services.

1.0 PROJECT DESCRIPTION

According to information provided by representatives of Rolls, Anderson & Rolls, the City of Oroville is currently considering rehabilitation options: 1) Pulverize existing asphalt concrete and overlay; 2) repair existing pavement in failed areas and overlay the remaining portions of roadways; and, 3) cement treatment of existing unpaved roadways.

Based on review of a Google Earth pin, provided by Rolls, Anderson & Rolls, NV5 understands that the following road is proposed for pavement rehabilitation improvements:

- Georgia Pacific Way, from Feather River Boulevard to Baggett Marysville Road.

2.0 SCOPE OF SERVICES

Based on the understanding of the proposed site improvements and our knowledge of the local geotechnical aspects, NV5 is proposing the following approach to our scope of services.

- Using a drill rig equipped with a concrete and asphalt core barrel to quickly core the existing pavement and auger through the existing aggregate base and underlying pavement subgrade soils for collection of subsurface soil samples.

NV5 proposes to perform the following tasks as basic services with no other additional services included: Task 1 Pavement Evaluation and Investigation, Task 2 Data Analysis and Engineering Design, Task 3 Report Preparation, Task 4 Final Design Plan Review, and Task 5 Construction Quality Assurance Testing and Inspection Services. Each task is described in the following:

2.1 TASK 1 PAVEMENT EVALUATION AND INVESTIGATION

The current surface condition of the pavements will be evaluated during a site visit by our field engineer/geologist. Following the pavement evaluation, NV5 will perform a site investigation using a truck-mounted drill rig to core the existing AC and drill through the aggregate base (AB), if present, to determine the existing pavement section and characterize the existing pavement subgrade soils. The site investigation includes the following components, which are described below: Literature Review and Surface Reconnaissance Investigation, Asphalt Coring Investigation, and Laboratory Testing. These surface and subsurface investigations do not include the evaluation of the site for the presence of hazardous waste materials and/or groundwater pollutants.

2.1.1 Literature Review and Surface Reconnaissance Investigation

NV5 will perform a literature review of available geologic and engineering documents and a surface reconnaissance of the project site to identify surface conditions that may impact the proposed site development plans. In general, NV5's field engineer/geologist will observe and describe surface exposures of the following existing site conditions:

- Site and surrounding land uses.
- Site topography and drainage.
- Existing pavement conditions.
- Areas of failed pavements requiring repair and/or replacement.
- Areas of significant cracking/rutting.
- Areas of uneven pavement elevations.

2.1.2 Asphalt Coring Investigation

A minimum of 48 hours prior to performing the subsurface investigation NV5 will mark the proposed subsurface exploratory locations with white paint and notify Underground Service Alert (USA) as required by California state law. USA members will inspect each proposed subsurface exploratory location to determine if any underground utilities are present at these locations. If USA identifies the presence of underground utilities at any of the proposed exploratory locations, then we will move the excavation location to an area that is clear of underground utilities. A utility line locating firm may be utilized to identify utility line locations, if appropriate, at an additional cost.

NV5 will perform a subsurface investigation to obtain an understanding of the overall existing pavement section of the existing roadways. Up to five (5) boreholes may be excavated within the existing pavement area to a maximum depth of approximately 36 inches below the existing surface. Each exploratory borehole will be backfilled immediately

after the AC and AB logging and sampling activities are completed. The backfill operations will use asphalt patch to fill each borehole to match the existing AC surface.

NV5's field engineer/geologist will collect each core for further visual analysis. The core samples will be labeled and transported to our Chico facility for storage until final design is complete. Representative samples of the pavement subgrade soils also will be collected from the boreholes. The pavement subgrade samples will be placed in labeled bags and taken to our Chico laboratory for selection of samples for laboratory testing.

2.1.3 Laboratory Testing

NV5 will perform laboratory tests on selected soil samples to determine their engineering material properties. All laboratory tests will be performed consistent with the guidelines of the ASTM International (ASTM). The ASTM soil characterization tests may include:

- D2487 & D2488, Unified Soil Classification System, Description Visual Method
- D422, Particle Size Distribution, Sieve and Hydrometer Analysis
- D2844 Resistance Value (R-value)
- D4318 Atterberg Plasticity Indices

If soil is encountered with a high potential for volume change (i.e., expansion or consolidation), then NV5 may recommend additional laboratory testing to evaluate expansion or consolidation impacts and provide appropriate recommendations on the proposed earthwork and structural improvements. Additional testing may include ASTM D2435 one-dimensional consolidation and ASTM D4546 one-dimensional swell. The costs to perform these additional tests are not included in the fee estimate presented herein. NV5 will not perform these additional tests without written authorization to proceed and a budget augmentation to cover the cost of performing these additional laboratory tests.

2.2 K 2 DATA ANALYSIS AND ENGINEERING DESIGN

NV5 will use the state-of-the-practice geological and geotechnical engineering analyses methods to evaluate the on-site soil properties. These analyses methods may include but will not be limited to the following:

2.2.1 Data Analysis Methods

- Soil and rock stratigraphy.
- Soil bearing capacity for shallow and/or deep foundations.
- Lateral earth pressures.
- Soil-Concrete friction coefficients.
- Soil shear strength.
- Soil plasticity indices.
- Soil expansion potential.

- Soil corrosion potential.
- Groundwater seepage and drainage controls

NV5 will develop geotechnical engineering design recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering design recommendations may include but not be limited to the following:

2.2.2 Earthwork Improvement Recommendations

- Site clearing and soil subgrade preparation.
- Exclusion of oversize fill soil materials.
- Fill moisture conditioning and compaction requirements.
- Fill soil loose lift (layer) thickness requirements.
- Utility trench backfill material placement and compaction requirements.
- Surface water drainage.
- Temporary construction de-watering methods.
- Subdrain systems (if necessary).

2.2.3 Structural Improvements

- Pavement design using asphalt concrete paving.

2.3 TASK 3 REPORT PREPARATION

NV5 will prepare a geotechnical engineering investigation report that will present our findings. The geotechnical engineering investigation report will meet the requirements of the 2022 CBC, and the accepted geotechnical engineering principles and practices performed in northern California. The report will include descriptions of the site conditions, field investigation, laboratory testing and geotechnical engineering design recommendations for the proposed earthwork and structural improvements. NV5 will deliver the final report as an electronic Portable Document Format (PDF) for distribution to the design team and building officials. The report will be signed and stamped by a responsible California professional engineer (PE) in responsible charge of this project.

2.4 TASK 4 FINAL DESIGN PLAN REVIEW (BUDGET TO BE DETERMINED)

NV5 will review the final earthwork grading and improvement plans and project specifications prior to commencement of construction to determine whether our geotechnical engineering recommendations have been implemented, and if necessary, to provide additional and/or modified recommendations. The cost associated with performing final plan review is not included herein. NV5 can prepare a contract cost amendment to include these services once the need and required effort are determined.

2.5 TASK 5 CONSTRUCTION QUALITY ASSURANCE TESTING AND INSPECTION SERVICES (SCOPE AND BUDGET TO BE DETERMINED)

NV5 proposes to perform construction quality assurance (CQA) monitoring of the earthwork grading performed by the construction contractor. As part of our CQA services, NV5's engineer will oversee and certify the earthwork grading in accordance with the plans, specifications and recommendations provided in the geotechnical engineering investigation report. The cost associated with performing CQA services are not included herein. NV5 can prepare a contract cost amendment to include these services following approval of the final plans and specifications and selection of a construction contractor.

3.0 SCHEDULE

NV5's proposed work schedule is based on our present and expected workload. NV5 is prepared to commence work on this project following receipt of a signed contract and notice to proceed. The site investigation will be executed within two weeks following receipt of the notice to proceed, utility locator clearance, exploratory equipment availability, weather, and site access. NV5 can provide verbal preliminary design recommendations immediately following the site investigation based on the field investigation data; however, the final recommendations will be developed from both the field and laboratory data. Therefore, the final recommendations will govern the design. NV5 estimates that the final report can be completed within 3 weeks following completion of the site investigation.

The time required to complete our geotechnical investigation field work may be increased as a result of encountering unforeseen subsurface conditions, adverse weather conditions, soil stability, property access problems, or scheduling of exploratory equipment.

4.0 COST ESTIMATE

NV5 proposes to perform the geotechnical engineering services proposed in Tasks 1 through 3 above for a lump sum fee of \$12,694.00, in accordance with the attached contract agreement terms and conditions. Full payment is due upon completion of the work and issuance of the report. Terms of payment are net 30 days.

This cost estimate may require modification if unusual or unexpected site conditions are encountered which significantly change the work scope and increase the associated costs, or if the client requests an expansion of the work scope. NV5 will not perform additional work outside the scope of services presented above until a written authorization to proceed and an approved budget augmentation are received.

5.0 CONTRACT AGREEMENT FORM

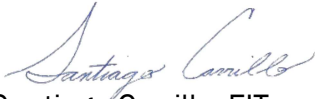
Please sign the attached Agreement for Construction Quality Assurance and Geotechnical Services to indicate your acceptance of this proposed work scope, schedule and fee estimate. Your signature indicates that you accept the terms and conditions of this contract agreement and is a written authorization for us to proceed with the work scope presented in this proposal. Please email the signed agreement to Dominic Potestio at dominic.potestio@nv5.com, or deliver a copy to our office. Upon its receipt, NV5 will sign and issue the fully-executed contract agreement.

6.0 OSING

NV5 appreciates the opportunity to provide you with a proposal on this important project. If you have questions or comments, please do not hesitate to contact the undersigned at (530) 894-

Sincerely,

NV5



Santiago Carrillo, EIT
Staff Engineer



Dominic J. Potestio, PE
Senior Engineer

Attachments:

1. NV5 Agreement for Construction Quality Assurance and Geotechnical Services

AGREEMENT FOR CONSTRUCTION QUALITY ASSURANCE AND GEOTECHNICAL SERVICES

THIS AGREEMENT, effective as of this _____ day of _____, 202_, is by and between Rolls, Anderson & Rolls (“Client”) and NV5, Inc (“Company”)

THE PROJECT is generally described as: City of Oroville - Georgia Pacific Way Road Rehabilitation Project and is located at Georgia Pacific Way, Oroville, Butte County, California (“Project Site”).

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL TERMS AND CONDITIONS; and
- Company’s PROPOSAL PC23.121 dated June 2, 2023 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

N/A
N/A
N/A

Company agrees to perform the Services set forth in this Agreement and in accordance with its terms and limitations, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT:</u>	<u>ENGINEER:</u>
Signature:	_____	_____
Print Name:	_____	Shane D. Cummings
Title:	_____	Director, Northern California CQA
Company:	_____	NV5, Inc.
Street Address	_____	48 Bellarmine Court, Suite 40
City, State, Zip Cod	_____	Chico, CA 95928
Email:	_____	Shane.Cummings@NV5.com
Phone:	_____	530.894.2487
Date:	_____	_____

GENERAL TERMS AND CONDITIONS

Item 11.

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Billing and Payment. Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

4. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

5. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

6. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated samples may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

7. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 7 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to

make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Consultant shall provide Client with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

Item 11.

8. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

9. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

10. Concealed or Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a structure or site's concealed or subsurface condition, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that exploratory destructive testing, drilling and sampling may result in damage or contamination of certain areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of any exploratory activities. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

11. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

12. Limitations. Consultant's reports are prepared for Client and their client, and are not transferrable or assignable. The provisions of Consultant's reports does not imply that we are providing expert testimony for any litigation including answering interrogatories, answering questions in depositions, attending depositions, preparing exhibits for trial, providing expert testimony, or other litigation related services unless otherwise expressly stated in our service agreement. Consultant's reports shall not guarantee in any way the viability or safety of any structure, does not relieve the property owner of the responsibility for making repairs to the property, nor does Consultant's report relieve the property owner of the responsibility for ensuring that their building meets all applicable building codes or laws.

13. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

14. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

15. Intellectual Property & Work Product. (i) All processes, procedures, work product, materials, methodologies or services used or provided by CONSULTANT in connection with this Project was, shall remain, or will always be, the intellectual property of CONSULTANT. Nothing in this Agreement shall operate as a waiver of ownership or a sale of ownership of any CONSULTANT intellectual property. (ii) Client represents and warrants that Client owns and/or has the right to use the intellectual property that is contained in any instrument, report, media, drawing, design, submittal, or document that Client provides to CONSULTANT in connection with the Project, and that said Client-provided document does not and shall not infringe, misappropriate, or violate the intellectual property rights of any third-parties (iii) All documents including reports, electronic media, and drawings, prepared or furnished by CONSULTANT and its subconsultants pursuant to this Agreement are instruments of service in respect of this Project and CONSULTANT will retain an ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by the Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Accordingly, the Client will, to its fullest extent permitted by law, defend, indemnify and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from any unauthorized reuse

of the documents or disbursement by Client to third parties. If it is necessary to distribute any documents to an unrelated third party, both the Client and Consultant agree: (a) the third party is bound by all of the conditions and limitations of this Agreement and related documents; and (b) the third party is bound by all limitations of liability or indemnity provisions..

Item 11.

16. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

17. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

18. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

19. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

20. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

21. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

22. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

23. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

24. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials.

25. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

Proposal No. PC23.122
 June 2, 2023

Mr. Keith Doglio, P.E.
 Rolls, Anderson & Rolls
 115 Yellowstone Drive
 Chico, California 95973
kdoglio@rarcivil.com

REFERENCE: **City of Oroville – Oro Dam Blvd. East Road Rehabilitation Project**
 Oro Dam Boulevard East, Oroville, Butte County, California

SUBJECT: **Proposal for Geotechnical Engineering Services**

Dear Mr. Doglio,

In accordance with your request, NV5 prepared this proposal to provide geotechnical engineering services for the rehabilitation of Oroville Dam Boulevard East from Olive Highway to Acacia Avenue in Oroville, California.

As part of the geotechnical engineering services, NV5 will perform the appropriate geotechnical engineering investigations in accordance with the requirements of the 2022 California Building Code (CBC). NV5 will prepare a geotechnical engineering investigation report that presents the findings, conclusions and recommendations for pavement reconstruction which will be specific to the proposed improvements. The following presents our understanding of the project and our proposed engineering services.

1.0 PROJECT DESCRIPTION

According to information provided by representatives of Rolls, Anderson & Rolls, the City of Oroville is currently considering rehabilitation options: 1) Pulverize existing asphalt concrete and overlay; 2) repair existing pavement in failed areas and overlay the remaining portions of roadways; and, 3) cement treatment of existing unpaved roadways.

Based on review of a Google Earth pin, provided by Rolls, Anderson & Rolls, NV5 understands that the following road is proposed for pavement rehabilitation improvements:

- Oroville Dam Boulevard East, from Olive Highway to Acacia Avenue.

2.0 SCOPE OF SERVICES

Based on the understanding of the proposed site improvements and our knowledge of the local geotechnical aspects, NV5 is proposing the following approach to our scope of services.

- Using a drill rig equipped with a concrete and asphalt core barrel to quickly core the existing pavement and auger through the existing aggregate base and underlying pavement subgrade soils for collection of subsurface soil samples.

NV5 proposes to perform the following tasks as basic services with no other additional services included: Task 1 Pavement Evaluation and Investigation, Task 2 Data Analysis and Engineering Design, Task 3 Report Preparation, Task 4 Final Design Plan Review, and Task 5 Construction Quality Assurance Testing and Inspection Services. Each task is described in the following:

2.1 TASK 1 PAVEMENT EVALUATION AND INVESTIGATION

The current surface condition of the pavements will be evaluated during a site visit by our field engineer/geologist. Following the pavement evaluation, NV5 will perform a site investigation using a truck-mounted drill rig to core the existing AC and drill through the aggregate base (AB), if present, to determine the existing pavement section and characterize the existing pavement subgrade soils. The site investigation includes the following components, which are described below: Literature Review and Surface Reconnaissance Investigation, Asphalt Coring Investigation, and Laboratory Testing. These surface and subsurface investigations do not include the evaluation of the site for the presence of hazardous waste materials and/or groundwater pollutants.

2.1.1 Literature Review and Surface Reconnaissance Investigation

NV5 will perform a literature review of available geologic and engineering documents and a surface reconnaissance of the project site to identify surface conditions that may impact the proposed site development plans. In general, NV5's field engineer/geologist will observe and describe surface exposures of the following existing site conditions:

- Site and surrounding land uses.
- Site topography and drainage.
- Existing pavement conditions.
- Areas of failed pavements requiring repair and/or replacement.
- Areas of significant cracking/rutting.
- Areas of uneven pavement elevations.

2.1.2 Asphalt Coring Investigation

A minimum of 48 hours prior to performing the subsurface investigation NV5 will mark the proposed subsurface exploratory locations with white paint and notify Underground Service Alert (USA) as required by California state law. USA members will inspect each proposed subsurface exploratory location to determine if any underground utilities are present at these locations. If USA identifies the presence of underground utilities at any of the proposed exploratory locations, then we will move the excavation location to an area that is clear of underground utilities. A utility line locating firm may be utilized to identify utility line locations, if appropriate, at an additional cost.

NV5 will perform a subsurface investigation to obtain an understanding of the overall existing pavement section of the existing roadways. Up to five (5) boreholes may be excavated within the existing pavement area to a maximum depth of approximately 36 inches below the existing surface. Each exploratory borehole will be backfilled immediately after the AC and AB logging and sampling activities are completed. The backfill operations will use asphalt patch to fill each borehole to match the existing AC surface.

NV5's field engineer/geologist will collect each core for further visual analysis. The core samples will be labeled and transported to our Chico facility for storage until final design is complete. Representative samples of the pavement subgrade soils also will be collected from the boreholes. The pavement subgrade samples will be placed in labeled bags and taken to our Chico laboratory for selection of samples for laboratory testing.

2.1.3 Laboratory Testing

NV5 will perform laboratory tests on selected soil samples to determine their engineering material properties. All laboratory tests will be performed consistent with the guidelines of the ASTM International (ASTM). The ASTM soil characterization tests may include:

- D2487 & D2488, Unified Soil Classification System, Description Visual Method
- D422, Particle Size Distribution, Sieve and Hydrometer Analysis
- D2844 Resistance Value (R-value)
- D4318 Atterberg Plasticity Indices

If soil is encountered with a high potential for volume change (i.e., expansion or consolidation), then NV5 may recommend additional laboratory testing to evaluate expansion or consolidation impacts and provide appropriate recommendations on the proposed earthwork and structural improvements. Additional testing may include ASTM D2435 one-dimensional consolidation and ASTM D4546 one-dimensional swell. The costs to perform these additional tests are not included in the fee estimate presented herein. NV5 will not perform these additional tests without written authorization to proceed and a budget augmentation to cover the cost of performing these additional laboratory tests.

2.2 TASK 2 DATA ANALYSIS AND ENGINEERING DESIGN

NV5 will use the state-of-the-practice geological and geotechnical engineering analyses methods to evaluate the on-site soil properties. These analyses methods may include but will not be limited to the following:

2.2.1 Data Analysis Methods

- Soil and rock stratigraphy.
- Soil bearing capacity for shallow and/or deep foundations.
- Lateral earth pressures.
- Soil-Concrete friction coefficients.
- Soil shear strength.

- Soil plasticity indices.
- Soil expansion potential.
- Soil corrosion potential.
- Groundwater seepage and drainage controls

NV5 will develop geotechnical engineering design recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering design recommendations may include but not be limited to the following:

2.2.2 Earthwork Improvement Recommendations

- Site clearing and soil subgrade preparation.
- Exclusion of oversize fill soil materials.
- Fill moisture conditioning and compaction requirements.
- Fill soil loose lift (layer) thickness requirements.
- Utility trench backfill material placement and compaction requirements.
- Surface water drainage.
- Temporary construction de-watering methods.
- Subdrain systems (if necessary).

2.2.3 Structural Improvements

- Pavement design using asphalt concrete paving.

2.3 TASK 3 REPORT PREPARATION

NV5 will prepare a geotechnical engineering investigation report that will present our findings. The geotechnical engineering investigation report will meet the requirements of the 2022 CBC, and the accepted geotechnical engineering principles and practices performed in northern California. The report will include descriptions of the site conditions, field investigation, laboratory testing and geotechnical engineering design recommendations for the proposed earthwork and structural improvements. NV5 will deliver the final report as an electronic Portable Document Format (PDF) for distribution to the design team and building officials. The report will be signed and stamped by a responsible California professional engineer (PE) in responsible charge of this project.

2.4 TASK 4 FINAL DESIGN PLAN REVIEW (BUDGET TO BE DETERMINED)

NV5 will review the final earthwork grading and improvement plans and project specifications prior to commencement of construction to determine whether our geotechnical engineering recommendations have been implemented, and if necessary, to provide additional and/or modified recommendations. The cost associated with performing final plan review is not included herein. NV5 can prepare a contract cost amendment to include these services once the need and required effort are determined.

2.5 TASK 5 CONSTRUCTION QUALITY ASSURANCE TESTING AND INSPECTION SERVICES (SCOPE AND BUDGET TO BE DETERMINED)

NV5 proposes to perform construction quality assurance (CQA) monitoring of the earthwork grading performed by the construction contractor. As part of our CQA services, NV5's engineer will oversee and certify the earthwork grading in accordance with the plans, specifications and recommendations provided in the geotechnical engineering investigation report. The cost associated with performing CQA services are not included herein. NV5 can prepare a contract cost amendment to include these services following approval of the final plans and specifications and selection of a construction contractor.

3.0 SCHEDULE

NV5's proposed work schedule is based on our present and expected workload. NV5 is prepared to commence work on this project following receipt of a signed contract and notice to proceed. The site investigation will be executed within two weeks following receipt of the notice to proceed, utility locator clearance, exploratory equipment availability, weather, and site access. NV5 can provide verbal preliminary design recommendations immediately following the site investigation based on the field investigation data; however, the final recommendations will be developed from both the field and laboratory data. Therefore, the final recommendations will govern the design. NV5 estimates that the final report can be completed within 3 weeks following completion of the site investigation.

The time required to complete our geotechnical investigation field work may be increased as a result of encountering unforeseen subsurface conditions, adverse weather conditions, soil stability, property access problems, or scheduling of exploratory equipment.

4.0 COST ESTIMATE

NV5 proposes to perform the geotechnical engineering services proposed in Tasks 1 through 3 above for a lump sum fee of \$12,694.00 in accordance with the attached contract agreement terms and conditions. Full payment is due upon completion of the work and issuance of the report. Terms of payment are net 30 days.

This cost estimate may require modification if unusual or unexpected site conditions are encountered which significantly change the work scope and increase the associated costs, or if the client requests an expansion of the work scope. NV5 will not perform additional work outside the scope of services presented above until a written authorization to proceed and an approved budget augmentation are received.

5.0 CONTRACT AGREEMENT FORM

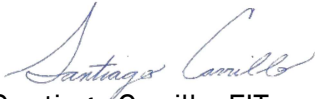
Please sign the attached Agreement for Construction Quality Assurance and Geotechnical Services to indicate your acceptance of this proposed work scope, schedule and fee estimate. Your signature indicates that you accept the terms and conditions of this contract agreement and is a written authorization for us to proceed with the work scope presented in this proposal. Please email the signed agreement to Dominic Potestio at dominic.potestio@nv5.com, or deliver a copy to our office. Upon its receipt, NV5 will sign and issue the fully-executed contract agreement.

6.0 OSING

NV5 appreciates the opportunity to provide you with a proposal on this important project. If you have questions or comments, please do not hesitate to contact the undersigned at (530) 894-2487.

Sincerely,

NV5



Santiago Carrillo, EIT
Staff Engineer



Dominic J. Potestio, PE
Senior Engineer

Attachments:

1. NV5 Agreement for Construction Quality Assurance and Geotechnical Services

AGREEMENT FOR CONSTRUCTION QUALITY ASSURANCE AND GEOTECHNICAL SERVICES

THIS AGREEMENT, effective as of this _____ day of _____, 2023, is by and between Rolls, Anderson & Rolls (“Client”) and NV5, Inc (“Company”)

THE PROJECT is generally described as: City of Oroville - Oroville Dam Blvd. East Rehabilitation Project and is located at Oroville Dam East, Oroville, Butte County, California (“Project Site”).

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL TERMS AND CONDITIONS; and
- Company’s PROPOSAL PC23.12 dated June 2, 2023 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

N/A
N/A
N/A

Company agrees to perform the Services set forth in this Agreement and in accordance with its terms and limitations, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT:</u>	<u>ENGINEER:</u>
Signature:	_____	_____
Print Name:	_____	Shane D. Cummings
Title:	_____	Director, Northern California CQA
Company:	_____	NV5, Inc.
Street Address	_____	48 Bellarmine Court, Suite 40
City, State, Zip	_____	Chico, CA 95928
Cod	_____	_____
Email:	_____	Shane.Cummings@NV5.com
Phone:	_____	530.894.2487
Date:	_____	_____

GENERAL TERMS AND CONDITIONS

Item 11.

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Billing and Payment. Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

4. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

5. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

6. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated samples may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

7. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 7 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to

make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Consultant shall provide Client with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

Item 11.

8. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

9. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

10. Concealed or Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a structure or site's concealed or subsurface condition, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that exploratory destructive testing, drilling and sampling may result in damage or contamination of certain areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of any exploratory activities. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

11. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

12. Limitations. Consultant's reports are prepared for Client and their client, and are not transferrable or assignable. The provisions of Consultant's reports does not imply that we are providing expert testimony for any litigation including answering interrogatories, answering questions in depositions, attending depositions, preparing exhibits for trial, providing expert testimony, or other litigation related services unless otherwise expressly stated in our service agreement. Consultant's reports shall not guarantee in any way the viability or safety of any structure, does not relieve the property owner of the responsibility for making repairs to the property, nor does Consultant's report relieve the property owner of the responsibility for ensuring that their building meets all applicable building codes or laws.

13. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

14. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

15. Intellectual Property & Work Product. (i) All processes, procedures, work product, materials, methodologies or services used or provided by CONSULTANT in connection with this Project was, shall remain, or will always be, the intellectual property of CONSULTANT. Nothing in this Agreement shall operate as a waiver of ownership or a sale of ownership of any CONSULTANT intellectual property. (ii) Client represents and warrants that Client owns and/or has the right to use the intellectual property that is contained in any instrument, report, media, drawing, design, submittal, or document that Client provides to CONSULTANT in connection with the Project, and that said Client-provided document does not and shall not infringe, misappropriate, or violate the intellectual property rights of any third-parties (iii) All documents including reports, electronic media, and drawings, prepared or furnished by CONSULTANT and its subconsultants pursuant to this Agreement are instruments of service in respect of this Project and CONSULTANT will retain an ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by the Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Accordingly, the Client will, to its fullest extent permitted by law, defend, indemnify and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from any unauthorized reuse

of the documents or disbursement by Client to third parties. If it is necessary to distribute any documents to an unrelated third party, both the Client and Client agree: (a) the third party is bound by all of the conditions and limitations of this Agreement and related documents; and (b) the third party is bound by all limitations of liability or indemnity provisions..

Item 11.

16. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

17. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

18. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

19. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

20. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

21. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

22. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

23. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

24. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials.

25. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

Proposal No. PC23.123
June 2, 2023

Mr. Keith Doglio, P.E.
Rolls, Anderson & Rolls
115 Yellowstone Drive
Chico, California 95973
kdoglio@rarcivil.com

REFERENCE: **City of Oroville – Norton Street Road Rehabilitation Project**
Norton Street, Oroville, Butte County, California

SUBJECT: **Proposal for Geotechnical Engineering Services**

Dear Mr. Doglio,

In accordance with your request, NV5 prepared this proposal to provide geotechnical engineering services for the rehabilitation of Norton Street from Montgomery Street to Bridge Street in Oroville, California.

As part of the geotechnical engineering services, NV5 will perform the appropriate geotechnical engineering investigations in accordance with the requirements of the 2022 California Building Code (CBC). NV5 will prepare a geotechnical engineering investigation report that presents the findings, conclusions and recommendations for pavement reconstruction which will be specific to the proposed improvements. The following presents our understanding of the project and our proposed engineering services.

1.0 PROJECT DESCRIPTION

According to information provided by representatives of Rolls, Anderson & Rolls, the City of Oroville is currently considering rehabilitation options: 1) Pulverize existing asphalt concrete and overlay; 2) repair existing pavement in failed areas and overlay the remaining portions of roadways; and, 3) cement treatment of existing unpaved roadways.

Based on review of a Google Earth pin, provided by Rolls, Anderson & Rolls, NV5 understands that the following road is proposed for pavement rehabilitation improvements:

- Norton Street, from Montgomery Street to Bridge Street.

2.0 SCOPE OF SERVICES

Based on the understanding of the proposed site improvements and our knowledge of the local geotechnical aspects, NV5 is proposing the following approach to our scope of services.

- Using a drill rig equipped with a concrete and asphalt core barrel to quickly core the existing pavement and auger through the existing aggregate base and underlying pavement subgrade soils for collection of subsurface soil samples.

NV5 proposes to perform the following tasks as basic services with no other additional services included: Task 1 Pavement Evaluation and Investigation, Task 2 Data Analysis and Engineering Design, Task 3 Report Preparation, Task 4 Final Design Plan Review, and Task 5 Construction Quality Assurance Testing and Inspection Services. Each task is described in the following:

2.1 TASK 1 PAVEMENT EVALUATION AND INVESTIGATION

The current surface condition of the pavements will be evaluated during a site visit by our field engineer/geologist. Following the pavement evaluation, NV5 will perform a site investigation using a truck-mounted drill rig to core the existing AC and drill through the aggregate base (AB), if present, to determine the existing pavement section and characterize the existing pavement subgrade soils. The site investigation includes the following components, which are described below: Literature Review and Surface Reconnaissance Investigation, Asphalt Coring Investigation, and Laboratory Testing. These surface and subsurface investigations do not include the evaluation of the site for the presence of hazardous waste materials and/or groundwater pollutants.

2.1.1 Literature Review and Surface Reconnaissance Investigation

NV5 will perform a literature review of available geologic and engineering documents and a surface reconnaissance of the project site to identify surface conditions that may impact the proposed site development plans. In general, NV5's field engineer/geologist will observe and describe surface exposures of the following existing site conditions:

- Site and surrounding land uses.
- Site topography and drainage.
- Existing pavement conditions.
- Areas of failed pavements requiring repair and/or replacement.
- Areas of significant cracking/rutting.
- Areas of uneven pavement elevations.

2.1.2 Asphalt Coring Investigation

A minimum of 48 hours prior to performing the subsurface investigation NV5 will mark the proposed subsurface exploratory locations with white paint and notify Underground Service Alert (USA) as required by California state law. USA members will inspect each proposed subsurface exploratory location to determine if any underground utilities are present at these locations. If USA identifies the presence of underground utilities at any of the proposed exploratory locations, then we will move the excavation location to an area that is clear of underground utilities. A utility line locating firm may be utilized to identify utility line locations, if appropriate, at an additional cost.

NV5 will perform a subsurface investigation to obtain an understanding of the overall existing pavement section of the existing roadways. Up to three (3) boreholes may be excavated within the existing pavement area to a maximum depth of approximately 36 inches below the existing surface. Each exploratory borehole will be backfilled immediately

after the AC and AB logging and sampling activities are completed. The backfill operations will use asphalt patch to cap each borehole to match the existing AC surface.

NV5's field engineer/geologist will collect each core for further visual analysis. The core samples will be labeled and transported to the NV5 Chico laboratory for storage until final design is complete. Representative samples of the pavement subgrade soils also will be collected from the boreholes. The pavement subgrade samples will be placed in labeled bags and taken to our Chico laboratory for selection of samples for laboratory testing.

2.1.3 Laboratory Testing

NV5 will perform laboratory tests on selected soil samples to determine their engineering material properties. All laboratory tests will be performed consistent with the guidelines of the ASTM International (ASTM). The ASTM soil characterization tests may include:

- D2487 & D2488, Unified Soil Classification System, Description Visual Method
- D422, Particle Size Distribution, Sieve and Hydrometer Analysis
- D2844 Resistance Value (R-value)
- D4318 Atterberg Plasticity Indices

If soil is encountered with a high potential for volume change (i.e., expansion or consolidation), then NV5 may recommend additional laboratory testing to evaluate expansion or consolidation impacts and provide appropriate recommendations on the proposed earthwork and structural improvements. Additional testing may include ASTM D2435 one-dimensional consolidation and ASTM D4546 one-dimensional swell. The costs to perform these additional tests are not included in the fee estimate presented herein. NV5 will not perform these additional tests without written authorization to proceed and a budget augmentation to cover the cost of performing these additional laboratory tests.

2.2 TASK 2 DATA ANALYSIS AND ENGINEERING DESIGN

NV5 will use the state-of-the-practice geological and geotechnical engineering analyses methods to evaluate the on-site soil properties. These analyses methods may include but will not be limited to the following:

2.2.1 Data Analysis Methods

- Soil and rock stratigraphy.
- Soil bearing capacity for shallow and/or deep foundations.
- Lateral earth pressures.
- Soil-Concrete friction coefficients.
- Soil shear strength.
- Soil plasticity indices.
- Soil expansion potential.

- Soil corrosion potential.
- Groundwater seepage and drainage controls

NV5 will develop geotechnical engineering design recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering design recommendations may include but not be limited to the following:

2.2.2 Earthwork Improvement Recommendations

- Site clearing and soil subgrade preparation.
- Exclusion of oversize fill soil materials.
- Fill moisture conditioning and compaction requirements.
- Fill soil loose lift (layer) thickness requirements.
- Utility trench backfill material placement and compaction requirements.
- Surface water drainage.
- Temporary construction de-watering methods.
- Subdrain systems (if necessary).

2.2.3 Structural Improvements

- Pavement design using asphalt concrete paving.

2.3 TASK 3 REPORT PREPARATION

NV5 will prepare a geotechnical engineering investigation report that will present our findings. The geotechnical engineering investigation report will meet the requirements of the 2022 CBC, and the accepted geotechnical engineering principles and practices performed in northern California. The report will include descriptions of the site conditions, field investigation, laboratory testing and geotechnical engineering design recommendations for the proposed earthwork and structural improvements. NV5 will deliver the final report as an electronic Portable Document Format (PDF) for distribution to the design team and building officials. The report will be signed and stamped by a responsible California professional engineer (PE) in responsible charge of this project.

2.4 TASK 4 FINAL DESIGN PLAN REVIEW (BUDGET TO BE DETERMINED)

NV5 will review the final earthwork grading and improvement plans and project specifications prior to commencement of construction to determine whether our geotechnical engineering recommendations have been implemented, and if necessary, to provide additional and/or modified recommendations. The cost associated with performing final plan review is not included herein. NV5 can prepare a contract cost amendment to include these services once the need and required effort are determined.

2.5 TASK 5 CONSTRUCTION QUALITY ASSURANCE TESTING AND INSPECTION SERVICES (SCOPE AND BUDGET TO BE DETERMINED)

NV5 proposes to perform construction quality assurance (CQA) monitoring of the earthwork grading performed by the construction contractor. As part of our CQA services, NV5's engineer will oversee and certify the earthwork grading in accordance with the plans, specifications and recommendations provided in the geotechnical engineering investigation report. The cost associated with performing CQA services are not included herein. NV5 can prepare a contract cost amendment to include these services following approval of the final plans and specifications and selection of a construction contractor.

3.0 SCHEDULE

NV5's proposed work schedule is based on our present and expected workload. NV5 is prepared to commence work on this project following receipt of a signed contract and notice to proceed. The site investigation will be executed within two weeks following receipt of the notice to proceed, utility locator clearance, exploratory equipment availability, weather, and site access. NV5 can provide verbal preliminary design recommendations immediately following the site investigation based on the field investigation data; however, the final recommendations will be developed from both the field and laboratory data. Therefore, the final recommendations will govern the design. NV5 estimates that the final report can be completed within 3 weeks following completion of the site investigation.

The time required to complete our geotechnical investigation field work may be increased as a result of encountering unforeseen subsurface conditions, adverse weather conditions, soil stability, property access problems, or scheduling of exploratory equipment.

4.0 COST ESTIMATE

NV5 proposes to perform the geotechnical engineering services proposed in Tasks 1 through 3 above for a lump sum fee of \$6,885.00, in accordance with the attached contract agreement terms and conditions. Full payment is due upon completion of the work and issuance of the report. Terms of payment are net 30 days.

This cost estimate may require modification if unusual or unexpected site conditions are encountered which significantly change the work scope and increase the associated costs, or if the client requests an expansion of the work scope. NV5 will not perform additional work outside the scope of services presented above until a written authorization to proceed and an approved budget augmentation are received.

5.0 CONTRACT AGREEMENT FORM

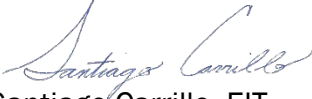
Please sign the attached Agreement for Construction Quality Assurance and Geotechnical Services to indicate your acceptance of this proposed work scope, schedule and fee estimate. Your signature indicates that you accept the terms and conditions of this contract agreement and is a written authorization for us to proceed with the work scope presented in this proposal. Please email the signed agreement to Dominic Potestio at dominic.potestio@nv5.com, or deliver a copy to our office. Upon its receipt, NV5 will sign and issue the fully-executed contract agreement.

6.0 CLOSING

NV5 appreciates the opportunity to provide you with a proposal on this important project. If you have questions or comments, please do not hesitate to contact the undersigned at (530) 894-2487.

Sincerely,

NV5



Santiago Carrillo, EIT
Staff Engineer



Dominic J. Potestio, PE
Senior Engineer

Attachments:

1. NV5 Agreement for Construction Quality Assurance and Geotechnical Services

AGREEMENT FOR CONSTRUCTION QUALITY ASSURANCE AND GEOTECHNICAL SERVICES

THIS AGREEMENT, effective as of this _____ day of _____, 2023, is by and between Rolls, Anderson & Rolls (“Client”) and NV5, Inc (“Company”).

THE PROJECT is generally described as: City of Oroville - Norton Street Road Rehabilitation Project and is located at Norton Street, Oroville, Butte County, California (“Project Site”).

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL TERMS AND CONDITIONS; and
- Company’s PROPOSAL PC23.123 dated June 2, 2023 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

N/A
N/A
N/A

Company agrees to perform the Services set forth in this Agreement and in accordance with its terms and limitations, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

	<u>CLIENT:</u>	<u>ENGINEER:</u>
Signature:	_____	_____
Print Name:	_____	Shane D. Cummings
Title:	_____	Director, Northern California CQA
Company:	_____	NV5, Inc.
Street Address:	_____	48 Bellarmine Court, Suite 40
City, State, Zip Code:	_____	Chico, CA 95928
Email:	_____	Shane.Cummings@NV5.com
Phone:	_____	530.894.2487
Date:	_____	_____

GENERAL TERMS AND CONDITIONS

Item 11.

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Billing and Payment. Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

4. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities, and Client waives any claim against Consultant, and agrees to defend, indemnify, and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

5. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

6. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated samples may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

7. Construction Monitoring. If Consultant is engaged by Client to provide a site representative for the purpose of monitoring specific portions of any construction work, as set forth in the Proposal, then this Section 7 shall apply. If Consultant's engagement does not include such construction monitoring, then this Section shall be null and void. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. Client also agrees to

make Consultant an additional insured under any general contractor's general liability insurance policy. Prior to the commencement of the Work, Consultant shall provide Client with a certificate of insurance evidencing the required insurance. Such certificates shall be issued by an insurance carrier acceptable to Consultant and shall be endorsed to include: (1) Consultant as additional insured; and (2) a waiver of subrogation as to Consultant. This insurance shall be primary to any insurance available to Consultant. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

Item 11.

8. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

9. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

10. Concealed or Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a structure or site's concealed or subsurface condition, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that exploratory destructive testing, drilling and sampling may result in damage or contamination of certain areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of any exploratory activities. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

11. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Project or the agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is more. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

12. Limitations. Consultant's reports are prepared for Client and their client, and are not transferrable or assignable. The provisions of Consultant's reports does not imply that we are providing expert testimony for any litigation including answering interrogatories, answering questions in depositions, attending depositions, preparing exhibits for trial, providing expert testimony, or other litigation related services unless otherwise expressly stated in our service agreement. Consultant's reports shall not guarantee in any way the viability or safety of any structure, does not relieve the property owner of the responsibility for making repairs to the property, nor does Consultant's report relieve the property owner of the responsibility for ensuring that their building meets all applicable building codes or laws.

13. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

14. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

15. Intellectual Property & Work Product. (i) All processes, procedures, work product, materials, methodologies or services used or provided by CONSULTANT in connection with this Project was, shall remain, or will always be, the intellectual property of CONSULTANT. Nothing in this Agreement shall operate as a waiver of ownership or a sale of ownership of any CONSULTANT intellectual property. (ii) Client represents and warrants that Client owns and/or has the right to use the intellectual property that is contained in any instrument, report, media, drawing, design, submittal, or document that Client provides to CONSULTANT in connection with the Project, and that said Client-provided document does not and shall not infringe, misappropriate, or violate the intellectual property rights of any third-parties (iii) All documents including reports, electronic media, and drawings, prepared or furnished by CONSULTANT and its subconsultants pursuant to this Agreement are instruments of service in respect of this Project and CONSULTANT will retain an ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by the Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Accordingly, the Client will, to its fullest extent permitted by law, defend, indemnify and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from any unauthorized use

of the documents or disbursement by Client to third parties. If it is necessary to distribute any documents to an unrelated third party, both the Client and Client agree: (a) the third party is bound by all of the conditions and limitations of this Agreement and related documents; and (b) the third party is bound by all limitations of liability or indemnity provisions. Item 11.

16. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant performing professional services under similar circumstances; and (c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

17. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

18. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

19. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

20. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State in which the Project is located. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

21. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

22. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

23. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

24. Insurance. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of other Contractors or Subcontractors that are not under contract to perform work for Consultant. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials.

25. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

CITY CONTRACT No. 3345
 TASK ORDER 3

EXHIBIT A

July 14, 2023

 Mr. Josh Freitas
 Assistant Civil Engineer
 City of Oroville
 jfreitas@cityoforoville.org

**SUBJECT: CITY OF OROVILLE – ROAD PAVEMENT REHABILITATION PROJECTS
 GEORGIA PACIFIC WAY, OROVILLE DAM BLVD. EAST, NORTON STREET
 PROPOSAL FOR PROFESSIONAL SERVICES – REVISION #1**

Dear Josh:

Based on the information that you emailed us and our subsequent discussion, we propose to provide you the following professional services:

- Task 1 - would involve sending letters to Cal Water, PG&E, Comcast and AT&T requesting utility markings within the three project areas.
- Task 2 - would involve requesting right-of-way mapping and dedication documents from the City of Oroville, researching recorded maps and deed documents and compiling information for monument searching for the three project areas.
- Task 3 - would involve establishing horizontal and vertical control throughout the three project sites based on State Plane Coordinates and City of Oroville datum.
- Task 4 - would involve performing a field search for property corner monuments adjacent to the three project sites and surveying found monuments.
- Task 5 - would involve coordination with the drone aerial topography consultant regarding survey control, scheduling and project deliverables.
- Task A - would involve utilizing a drone to obtain aerial topographic data and orthographic aerial images within the Georgia Pacific Way right-of-way. All work would be performed by a sub-consultant.
- Task B - would involve utilizing a drone to obtain an aerial topographic data and orthographic aerial images within the Oroville Dam Boulevard East right-of-way. All work would be performed by a sub-consultant.
- Task 6 - would involve performing a supplemental ground topographic survey along Georgia Pacific Way that would be used in conjunction with the drone aerial topographic survey (by others). Work would include locating curb ramps and flowline and top of roadside ditches. Locations to be surveyed would include the northeast corner at the intersection of South 7th Avenue, four curb ramps at both driveways to 650 Georgia Pacific Way and the northeast corner at the intersection of South 5th Avenue for curb ramps and the entire project area for roadside ditches.
- Task 7 - would involve performing a supplemental ground topographic survey along Oroville Dam Boulevard East that would be used in conjunction with the drone aerial topographic survey (by others). Work would include locating curb ramps. Locations to be surveyed would include the northerly and easterly corners at the intersection of Olive Highway, westerly and northerly corners at the intersection to The Courtyard Apartments (2720 Oro-Dam Blvd.) including the area with no sidewalk, the northeasterly and southeasterly corners at the intersection of Gilmore Lane, all four returns at the intersection of Bridge Street and the northeasterly and southeasterly corners at the intersection of Stanford Avenue.

July 14, 2023
Mr. Josh Freitas
Page 2

- Task 8 - would involve performing survey cross-sections along Norton Street from Bridge Street to Montgomery Street at approximate 25-foot intervals and would include location edge of pavement, curb, gutter and sidewalk, curb ramps, driveways, utility poles, sign posts, utility poles, fire hydrants, fence corners, gates, ditch flowlines, ends of culverts, trees larger than four inches in diameter, mailboxes, pavement markings and surface visible utilities. When pipes are visible for sanitary sewer and storm drainage facilities pipe sizes and invert elevations would be measured. Work would include surveying the Montgomery Street intersection for an approximate length of 130 feet and the Bridge Street intersection for an approximate length of 120 feet.
- Task 9 - would involve importing found property corner monuments from Task 4 into AutoCAD software and resolving right-of-way lines based on Task 2 information. Right-of-way lines would be shown within reasonable accuracy. Should right-of-way acquisitions be necessary additional review may be required.
- Task 10 - would involve drafting topographic survey data collected in Tasks 6 and 7 and compiling the data with drone aerial topographic surveying and aerial images to create one AutoCAD file per project. Work would include drafting the topographic survey collected in Task 8. PDF's of the surveys for each site would be provided to the City in PDF format.
- Task 11 - would involve coordination with the geotechnical engineering consultant regarding soil testing and pavement recommendations for the three project sites. Pavement rehabilitations recommendations would be provided to the City for review and approval. Subsequent tasks would not begin until this task is complete.
- Task 12 - would involve preparation of conceptual improvement layout sheets for the three site that would depict new pavement limits, curb ramp and sidewalk improvements, measuring quantities for each project and preparation of an itemized construction cost estimate for each of the sites
- Task 13 - would involve creation of existing ground surfaces utilizing AutoCAD software for the roadways for the three project sites, creating roadway alignments and existing ground profiles to depict the existing ground and setup of plan and profile sheets for all three projects.
- Task 14 - would involve roadway design and preparation of improvement plans for Georgia Pacific Way. Work would include design of a road centerline profile for the pavement surfacing finish grade, layout of striping and pavement markings, design of replacement curb ramps at the locations surveyed in Task 6 and regrading roadside ditches as necessary to provide positive drainage. Plans would include centerline monuments to be preserved, typical roadway cross-sections, details for curb ramps, striping and pavement markings and notes. Improvement plans would consist of a cover sheet, overall project layout sheet, plan and profile sheets, striping plan sheets and notes and details sheets.
- Task 15 - would involve roadway design and preparation of improvement plans for Oroville Dam Boulevard East. Work would include design of a road centerline profile for the pavement surfacing finish grade, layout of striping and pavement markings (including bicycle lanes per City provided layout), design of replacement curb ramps at the locations surveyed in Task 7 and curb and gutter and sidewalk along the northwesterly side of the road along The Courtyard Apartments. Plans would include centerline monuments to be preserved, typical roadway cross-sections, details for curb ramps, striping and pavement markings and notes. Improvement plans would consist of a cover sheet, overall project layout sheet, plan and profile sheets, striping plan sheets and notes and details sheets.
- Task 16 - would involve roadway design and preparation of improvement plans for Norton Street. Work would include design of a road centerline profile for the pavement surfacing finish grade, layout and design of curb and gutter on both sides of the road, layout of pavement markings and

EXHIBIT A

July 14, 2023
 Mr. Josh Freitas
 Page 3

design of replacement curb ramps at the locations surveyed in Task 8. Plans would include centerline monuments to be preserved, typical roadway cross-sections, details for curb ramps, pavement markings and notes. Improvement plans would consist of a cover sheet, overall project layout sheet, plan and profile sheets, striping plan sheets and notes and details sheets.

Task 17 - would involve design and preparation of an erosion and sediment control plan sheets for the three project sites that would include notes and details for BMP's.

Task 18 - would involve preparation of an engineer's quantity and cost estimate for the three project sites based on the improvement plans.

Task 19 - would involve preparation of technical specifications for the three project sites.

Task 20 - would involve receiving general conditions, special conditions and other bid book documents from the City of Oroville and compiling the documents to create contract documents for the three project sites.

Task 21 - would involve attending a maximum of four project meetings in Oroville or conference calls.

The cost to complete the above tasks would be:

	Project Name			Sum of all three projects
	Georgia Pacific Way	Oroville Dam Blvd. East	Norton Street	
Tasks 1 – 10	\$39,300.00	\$35,200.00	\$19,500.00	\$94,000.00
Tasks 11 – 12	\$5,000.00	\$3,800.00	\$1,700.00	\$10,500.00
Tasks 13 – 20	\$44,850.00	\$51,250.00	\$29,400.00	\$125,500.00
Task 21	\$450.00	\$450.00	\$450.00	\$1,350.00
Tasks A & B	\$4,800.00	\$5,900.00	N/A	\$10,700.00
Total =	\$94,400.00	\$96,600.00	\$51,050.00	\$242,050.00

Prevailing wage rates have been used for survey work.

This proposal is based on the following assumptions:

1. A sufficient amount of right-of-way documents would be found during Task 2 and a sufficient amount of property corner monuments would be found during Task 4 to determine right-of-way lines.
2. Work for all three projects would occur concurrently.

If any of the assumptions are found to not be correct the above tasks and costs would need to be revised.

The following items are not included in the scope of professional services:

1. Payment of any fees including title company fees, permit fees, plan check fees, inspection fees, etc.

July 14, 2023
Mr. Josh Freitas
Page 4

2. Obtaining encroachment permits.
3. Excavating or "potholing" existing utilities or piping to determine the location, depth, size and pipe material.
4. Unless specifically provided in the above tasks, performing a topographic survey utilizing conventional survey equipment. A subconsultant will be providing an aerial topographic survey for portions of the projects.
5. Surveying the location of landscape sprinkler heads.
6. Preparation of a record of survey.
7. Determining easement locations.
8. Preparation of a soils report or performing soil testing. A separate proposal for geotechnical engineering services will be provided.
9. Performing any redesign work after receiving approval of the conceptual improvement layout sheets.
10. Design to replace non-ADA compliant sidewalks.
11. Design to replace non-ADA compliant driveways.
12. Layout or design of new or replacement signs.
13. Depicting existing utilities in profile views.
14. Design of facilities within the Caltrans or railroad right-of-way.
15. Design or preparation of plans for sanitary sewer, water or storm drain infrastructure.
16. Design or preparation of plans for relocating existing utilities.
17. Design of any stormwater "post-construction" or "Low Impact Development" (LID) features.
18. Design or preparation of plans for landscaping and irrigation improvements.
19. Design or preparation of plans for retaining walls.
20. Design or preparation of plans for fencing.
21. Design or preparation of plans for stairs, pedestrian ramps or handrails.
22. Design or preparation of plans for lighting.
23. Design or preparation of plans for electric facilities.
24. Providing road cross-sections.
25. Conducting or providing assistance with project bidding.
26. Responding to Requests for Information during project bidding and construction.
27. Providing construction administration.
28. Preparation of a Storm Water Pollution Prevention Plan.
29. Providing survey control data.
30. Construction staking.
31. Reviewing material submittals or performing contract administration.
32. Performing construction inspection or preparation of as-built plans.
33. Other than as provided in Task 21, preparation for and attendance at meetings that are required by the owner, contractor or public agency will be provided on a time and materials basis and would be in addition to the proposed cost.

Thank you for the opportunity to submit this proposal for your review and consideration. Please call if you have any questions.

Sincerely,

ROLLS, ANDERSON & ROLLS



Keith Doglio



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RON BELSER, DIRECTOR OF CODE ENFORCEMENT

RE: CALRECYCLE FISCAL YEAR 2023-2024 TDA22 TIRE-DERIVED AGGREGATE GRANT PROGRAM

DATE: MARCH 19, 2024

SUMMARY

The Council will consider ratifying the submission to the Cal Recycle 2023-2024 TDA22: Tire-Derived Aggregate Grant Program in the amount of \$228,139.

DISCUSSION

The Department of Resources Recycling and Recovery (CalRecycle) administers a program to provide opportunities to divert waste tires from landfill disposal, prevent illegal tire dumping, and promote markets for recycled-content tire products.

The Tire-Derived Aggregate (TDA) Grant Program provides assistance for solving a variety of engineering challenges. TDA, which is produced from shredded tires, is lightweight, free-draining, and a less expensive alternative to conventional lightweight aggregates.

The goal is to decrease the adverse environmental impacts created by unlawful disposal of stockpiling of waste tires. On February 27, 2024, the City of Oroville was awarded a 1-year 2023-2024: TDA22 Tire-Derived Aggregate Grant in the amount of \$228,139 for the Hewitt Park Beautification and Enhancement Project. The TDA will be used to in the place of drain rock in two areas of the park:

Area 1: Behind a five-foot retaining wall in place of drain rock. The purpose is to collect runoff and allow percolation into soil.

Area 2: Under our playground fall material to drain the water into the soil.

Total tons anticipated to be used in the Hewitt project is 522 tons.

Funds will be reimbursed to the City for amounts not to exceed \$228,139.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATION

Adopt Resolution No. – APPROVAL OF THE CALRECYCLE FISCAL YEAR 2023-2024 TDA22 TIRE-DERIVED AGGREGATE GRANT PROGRAM

ATTACHMENTS

1. Resolution No.
2. Agreement No.

**CITY OF OROVILLE
RESOLUTION NO. 9236**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL
DOCUMENTS RELATING TO CALRECYCLE FISCAL YEAR 2023-2024
TDA22 TIRE-DERIVED AGGREGATE GRANT PROGRAM AND DIRECTING
THE MAYOR TO EXECUTE ALL PROGRAM DOCUMENTATION**

(Agreement No.)

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

- a. The Council hereby ratifies all documents relating to the CalRecycle 2023-2024 TDA22: Tire-Derived Aggregate Grant Program authorizing and directing the Mayor to execute all program documentation.
- b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on March 19, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster Acting City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: RON BELSER, DIRECTOR CODE ENFORCEMENT

RE: CALRECYCLE FISCAL YEAR 2023-2024 TRP16 RUBBERIZED PAVEMENT GRANT PROGRAM.

DATE: MARCH 19, 2024

SUMMARY

The Council will consider ratifying the submission to the Cal Recycle TRP16: 2023-2024: Rubberized Pavement Grant Program in the amount of \$100,000.

DISCUSSION

Cal Recycle's provides the Rubberized Pavement Grant Program to promote markets for recycled-content surfacing products made from waste tires generated in California. The goal is to decrease the adverse environmental impacts created by unlawful disposal of stockpiling of waste tires.

Rubberized Asphalt Concrete (RAC) is a proven road paving material used in California since the 1970's. RAC is made by blending ground tire rubber with asphalt binder, then mixing the blended materials with conventional materials. Roads made with RAC last 50% longer than roads made only with conventional material.

On February 27, 2024, the City of Oroville was awarded a 1-year 2023-2024: Rubberized Pavement Grant Program TRP16 in the amount of \$100,000. Funds will be reimbursed to the City for amounts not to exceed \$100,000. The scope of work is to aid in a City of Oroville roadway project where Rubberized Asphalt Concrete can be utilized.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATION

Adopt Resolution No. – APPROVAL OF THE CALRECYCLE FISCAL YEAR 2023-2024 TRP16 RUBBERIZED PAVEMENT GRANT PROGRAM.

ATTACHMENTS

1. Resolution No.

**CITY OF OROVILLE
RESOLUTION NO. 9237**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL RATIFYING ALL
DOCUMENTS RELATING TO CALRECYCLE FISCAL YEAR 2023-2024
TRP16 RUBBERIZED PAVEMENT GRANT PROGRAM AND DIRECTING
THE MAYOR TO EXECUTE ALL PROGRAM DOCUMENTATION**

(Agreement No.)

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

- a. The Council hereby ratifies all documents relating to the CalRecycle TRP16: 2023-2024 RUBBERIZED PAVEMENT GRANT PROGRAM authorizing and directing the Mayor to execute all program documentation.
- b. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on March 19, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster Acting City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: JOSH FREITAS, ASSISTANT ENGINEER

RE: PROPOSED STRIPING AND SAFETY IMPROVEMENTS FOR MONTGOMERY STREET

DATE: MARCH 19, 2024

SUMMARY

The Council may discuss proposed improvements to Montgomery Street and give direction to staff on how to proceed.

DISCUSSION

Members of the planning commission have presented some ideas to staff regarding roadway safety along Montgomery Street. NorthStar Engineering is currently developing the Downtown Slurry Project. Some of the suggested improvements include:

- 3-foot striped buffer zone on each side, between on-street parking and the travel lane.
- Eliminating ceramic traffic dot delineation and installing traditional traffic striping.
- Caltrans High Visibility Wet/Night Thermoplastic Striping.

Staff is also proposing redesigning the intersections along Montgomery Street to include bulb-outs. This would be an ongoing design and CUPCCA construction project not included in the Downtown Slurry Project. This would result in shorter crossing distances, higher visibility for pedestrians preparing to cross, ADA compliance and some traffic calming.

Staff is proposing as a temporary solution until such time as each intersection is addressed, to paint all street corner curbs along Montgomery Street red for the length of one car in each direction to aid in visibility and safety for pedestrians crossing.

FISCAL IMPACT

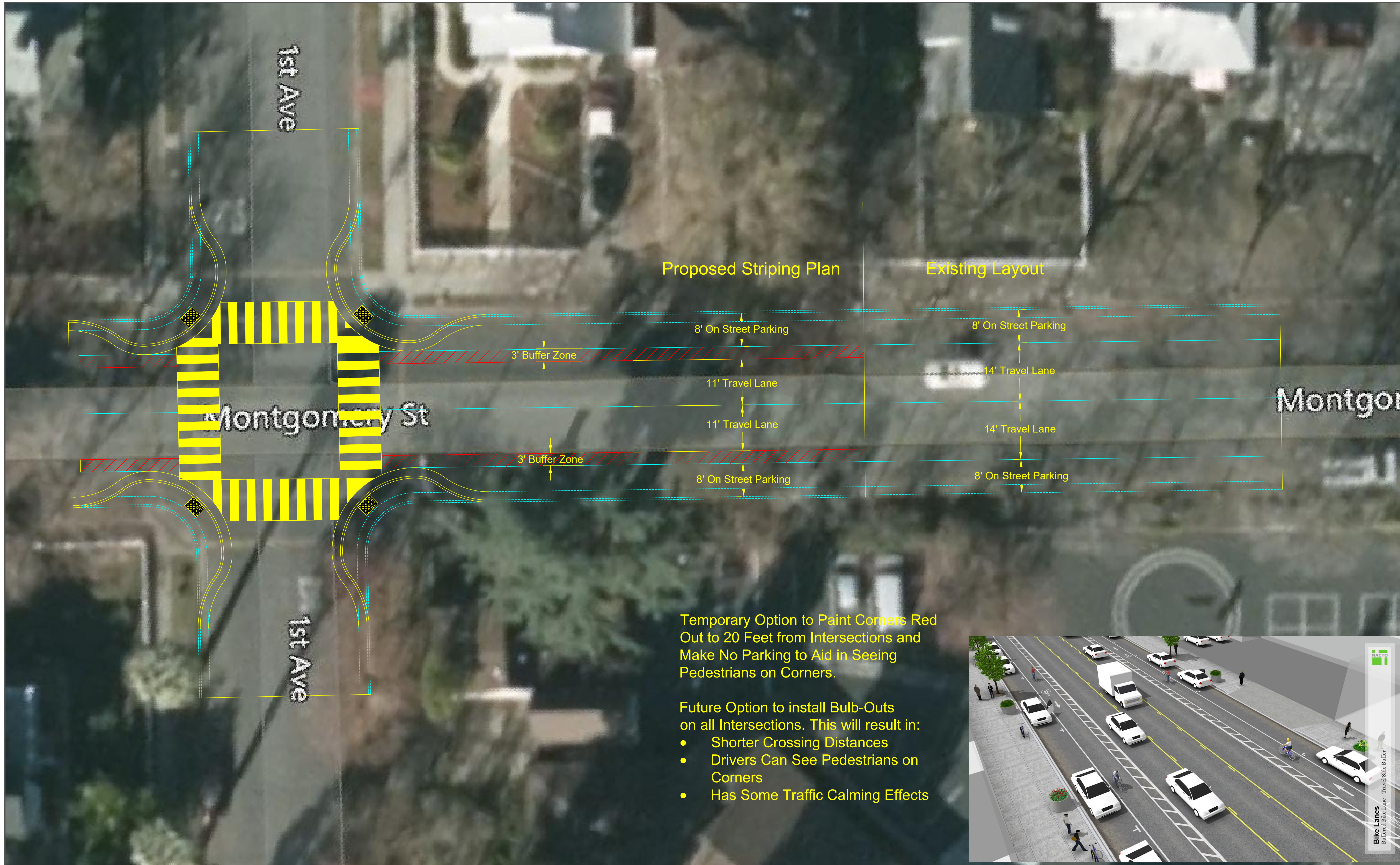
No fiscal impact at this time.

RECOMMENDATION

Staff recommends Council provide direction to staff on proposed improvements.

ATTACHMENTS

Proposed Montgomery Street Changes Exhibit



Proposed Striping Plan

Existing Layout

Montgomery St

1st Ave

1st Ave

Montgo

Temporary Option to Paint Corners Red Out to 20 Feet from Intersections and Make No Parking to Aid in Seeing Pedestrians on Corners.

- Future Option to install Bulb-Outs on all Intersections. This will result in:
- Shorter Crossing Distances
 - Drivers Can See Pedestrians on Corners
 - Has Some Traffic Calming Effects



<table border="1"> <tr> <td>DATE NO.</td> <td>REVISION</td> <td>BY APP'D</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>			DATE NO.	REVISION	BY APP'D										FIELD BOOK ELEVATION DATUM	DRAWN DESIGNED CHECKED SCALE 1" = 10'	APPROVED	<p>CITY OF OROVILLE PUBLIC WORKS 1735 MONTGOMERY STREET OROVILLE, CALIFORNIA 95964 (530) 538-2420</p>	<p>Proposed Montgomery Street Changes OROVILLE PUBLIC WORKS</p>	SHEET 1 OF 1 SHEETS FILE NO. --
DATE NO.	REVISION	BY APP'D																		



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS
FROM: MAYOR PITTMAN AND COUNCIL MEMBER WEBBER
RE: FOURTH OF JULY FIREWORKS CONTRIBUTION OPTIONS
DATE: MARCH 19, 2024

SUMMARY

At the request of Mayor Pittman and Council Member Webber, the City Council will discuss and consider making a contribution to the Oroville Economic Alliance to help offset the costs of the annual 4th of July fireworks show.

FISCAL IMPACT

\$16,000 is available in the Community Enhancement budget unit.

RECOMMENDATION

Provide staff direction with regard to any contribution to submit to the Oroville Economic Alliance for the annual 4th of July fireworks show.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: AMBER MILAND, COMMUNICATIONS DIRECTOR

**RE: APRIL 18, 2024, CHAMBER OF COMMERCE ANNUAL DINNER
AND AWARDS CEREMONY**

DATE: MARCH 19, 2024

SUMMARY

The Oroville Chamber of Commerce Communications Director has requested that the City Council sponsor one table at their Annual Chamber of Commerce Dinner and Awards Ceremony, which will be held on April 18, 2024 at Feather Falls Casino. Historically, the City Council has purchased a table for this event.

FISCAL IMPACT

The cost is \$575.00 for a reserved table of 8.

RECOMMENDATION

Purchase one table.

ATTACHMENTS

Annual Dinner Postcard

Item 16.



2024 PROMOTE IT FORWARD
ANNUAL DINNER & AWARDS CEREMONY

Thursday, April 18 at 6:00 pm

Feather Falls Casino & Lodge - Banquet Rooms

3 Alverda Dr.

\$75/Person, \$575/Table of 8

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CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

**FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR
CONNOR MUSLER, CONTRACT PLANNER**

**RE: SECOND READING OF ZONING CODE AMENDMENT (ZC) 23-03,
AMENDING SECTION 17.12.060 (TREE PRESERVATION),
SECTION 17.12.065 (OAK TREE LOSS MITIGATION) AND
SECTION 17.48.070 (TREE REMOVAL PERMITS) OF THE
OROVILLE MUNICIPAL CODE (OMC)**

DATE: MARCH 19, 2024

SUMMARY

The Council will consider adopting ZC 23-03, amending the City's oak tree loss mitigation standards, requirements, and applicability as found in Section 17.12.065 of the Oroville Municipal Code (OMC). ZC 23-03 would also amend Section 17.12.060 pertaining to tree preservation requirements and Section 17.48.070 pertaining to the City's tree removal permit requirements.

BACKGROUND

On January 2, 2024, the City Council conducted a public hearing and introduced by title ZC 23-03. After soliciting public comment and discussion with Staff, the Council requested minor modifications to the proposed ordinance, primarily concerning permit exceptions for non-native trees and specific tree species. To address these requests, Staff analyzed the modifications proposed under ZC 23-03 and are proposing the following modifications:

- Move permit and mitigation exceptions from Section 17.12.065 (Oak Tree Loss Mitigation) to Section 17.48.070 (Tree Removal Permits).
- Expand the applicability of 17.48.070 (Tree Removal Permits) to include what is NOT considered a protected tree and provide a list of specific tree species that are considered invasive, highly flammable, or do not inherently contain value as habitat.

By moving exceptions to permits and mitigation to Section 17.48.070 (Tree Removal Permits), the applicability is expanded from solely oak trees to all trees, including non-

native species. Additionally, by clarifying what is not considered a protected tree, property owners would be able to remove certain non-native, invasive, tree species that are not inherently of value, nor encouraged to be planted by the goals, policies, and actions of the 2030 General Plan. Article 7, Section 4 of the Charter of the City of Oroville and Government Code 36934 allows for ordinances to be altered after introduction.

DISCUSSION

The City currently has three primary municipal code sections pertaining to trees and their preservation and removal. Section 17.12.060 pertains to tree preservation requirements, Section 17.12.065 pertains to oak tree loss mitigation requirements, and Section 17.48.070 pertains to the City's tree removal permit requirements. Section 17.12.065 "Oak Tree Loss Mitigation" was added to the Oroville Municipal Code in 2015 as part of the larger "Oroville Sustainability Code Updates"; a collection of updates to bring the City's zoning code and planning documents in compliance with the 2030 General Plan that was adopted on June 2, 2009.

These three code sections are intended to work in coordination with each other, however, they currently lack clear and proper cross-referencing, and, in the case of Section 17.12.065 "Oak Tree Loss Mitigation," contain burdensome regulations and a lack of detailed exceptions for routine maintenance or the protection of property and public safety.

The intent of this ordinance is to:

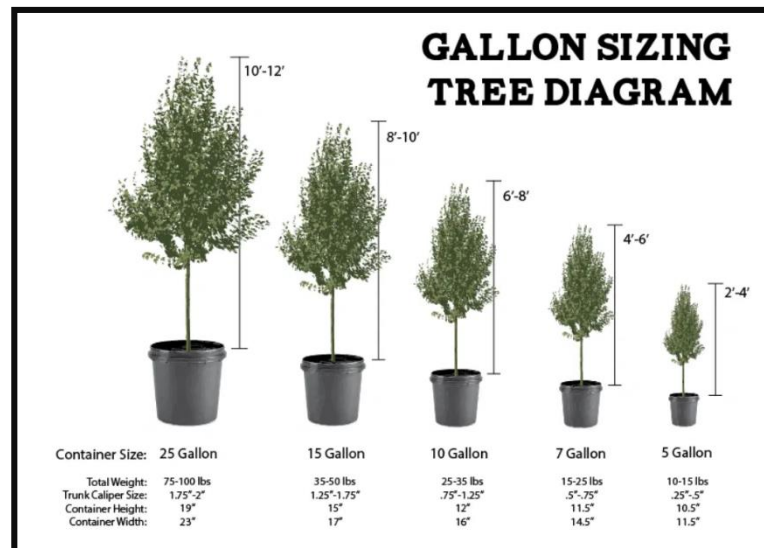
- Simplify the City's oak tree mitigation requirements; and
- Ensure the City's codes pertaining to tree removal and permitting requirements do not conflict and are properly referenced within applicable code sections; and
- Balance the ability of property owners to remove trees on their properties while recognizing the key factor that trees have in contributing to Oroville's beauty and natural environment.

Based on direction received from the City Council, staff began preparing an update to the City's oak tree mitigation regulations to simplify the overall regulations found within Section 17.12.065 of the OMC. Staff researched the cities of Chico, Rocklin, Roseville, Folsom, Fremont, and the County of Butte to further analyze how each jurisdiction approached tree removal permits and mitigation requirements and compare how the City's current regulations compared. Staff found that the City's current regulations were similar to the jurisdictions researched, however, the City's regulations had a more burdensome replacement ratio of 2 inches of oak tree for every 1 inch removed and a lack of clearly outlined exceptions to the mitigation requirements.

The following changes are proposed:

Amend the Replacement Ratio

Currently, oak trees must be replaced at a 2:1 ratio (2 inches of replacement oak tree for every 1 inch removed). Staff are proposing to simplify the replacement standards to be a 1:1 ratio (1 inch of replacement oak tree for every 1 inch removed), with the replacement trees planted at a minimum size of 15 gallons.



Expand the Scenarios where Mitigation is Exempt

Currently, the only exception to the mitigation requirements of the oak tree ordinance is for “trees removed due to poor tree health or because removal furthers urban forestry or land management practices that support the health of native plant communities, as determined by the director of parks and trees or designee.”

Staff are proposing to expand the list of exceptions to the tree removal permit and mitigation requirements to include:

- Removal of a tree that is damaged and removal is necessary to protect persons and property from imminent damage.
- Removal by fire department personnel actively fighting fire.
- When removal is determined as necessary by fire department personnel as part of fuel modification or defensible space requirements, as detailed in a defensible space inspection/report.
- Routing trimming and maintenance which do not damage or result in the death of the tree.
- Removal of a dead, dying, or tree in poor health, as determined by an arborist.

The Planning Commission held a workshop on the proposed oak tree mitigation ordinance update at their September 28, 2023, meeting. Following that workshop, staff proposed two (2) additional mitigation exceptions and one (1) revised exception.

The two (2) additional proposed mitigation exceptions were:

- Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree; and
- When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other formal correspondence, to maintain homeowners' insurance coverage.

The proposed revised exception was:

- Removal of a tree on a property developed with a single-family dwelling unit, provided that the following criteria is met:
 - The developed lot is not greater than ~~10~~20,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2.
 - The developed lot is located outside of the Foothill Overlay (F-O) district.
 - If the developed lot is located within the Foothill Overlay (F-O) district, the oak tree(s) proposed to be removed must be located within the rear or side yard ~~within the rear or side yard not~~ outside of a setback area abutting a street.

These three mitigation exceptions that resulted from the Planning Commission workshop were added with the intent of assisting property owners who wish to create defensible space around their homes and assist owners within the Wildland Urban Interface (WUI) to maintain insurance coverage.

Mitigation Option – In-Lieu Fee

One of the mitigation options allowed by the oak tree ordinance is the payment of an in-lieu fee. The City does not currently have an in-lieu fee established within the City's fee schedule. Based on correspondence from the City's arborist/parks, streets, and trees supervisor, staff proposes an in-lieu fee set at \$220 per inch that needs to be mitigated. This is broken down as \$55-\$60 for a 15-gallon tree, with an average of 2 crew hours (\$75 an hour per crew member) spent to plant the tree, stake it, etc. plus \$10 for miscellaneous expenses such as tree stakes.

Additional changes are proposed to OMC Sections 17.12.060 (Tree Preservation) and 17.48.070 (Tree Removal Permits). Staff are proposing to combine Section 17.12.060 and Section 17.48.070 to minimize cross referencing for two code sections that work in close coordination with each other. Minor updates are also proposed to ensure proper cross-reference between the oak tree mitigation requirements and the tree removal permit section and updates to the department director positions referenced within the code sections.

The Planning Commission conducted a public hearing at a special meeting on November 16, 2023, and adopted Resolution No. 2023-20 by a vote of 4-0, with three commissioners absent, recommending that the City Council adopt the proposed

ordinance.

Following the Planning Commission’s adoption of Resolution No. 2023-20, the Butte Fire Safe Council provided comments on the proposed ordinance, which is included as **Attachment 4**.

ENVIRONMENTAL REVIEW

Zoning Code Amendment ZC23-03 is not subject to the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of Environment). These exemptions cover actions taken to assure the maintenance, restoration, enhancement, or protection of natural resources or the environment where the regulatory process involves procedures for the protection of the environment. The proposed amendments to the OMC maintain regulations requiring permits for the removal of trees, including oak trees, meeting specific size criteria outlined in Title 17. Exceptions to permits and mitigation are limited to include routine tree maintenance, or when removal is determined as necessary to protect life, prevent damage to property, or for purposes of fuel management, while minimizing the removal of mature heritage trees. The proposed Zoning Code Amendment also is not subject to CEQA pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

FISCAL IMPACT

There is minimal fiscal impact associated with the recommended actions.

RECOMMENDATION

- 1. Adopt Ordinance No. 1877 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.060 “TREE PRESERVATION”, SECTION 17.12.065 “OAK TREE LOSS MITIGATION”, AND SECTION 17.48.070 “TREE REMOVAL PERMITS”**
- 2. Adopt Resolution No. 9213 amending the City’s master schedule of user and regulatory fees by adding an Oak Tree Mitigation In-Lieu Fee to the Planning Fees**

ATTACHMENTS

1. Ordinance No. 1877
2. Resolution No. 9213
3. November 16, 2023, Planning Commission Package.
4. Public Comments from Butte Safe Fire Council
5. Ordinance with Track Changes

**CITY OF OROVILLE
ORDINANCE NO. 1877**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.060 “TREE PRESERVATION”, SECTION 17.12.065 “OAK TREE LOSS MITIGATION”, AND SECTION 17.48.070 “TREE REMOVAL PERMITS”

WHEREAS, the City of Oroville has prepared an Ordinance to amend Section 17.12.060 “Tree Preservation”, Section 17.12.065 “Oak Tree Loss Mitigation”, and Section 17.48.070 “Tree Removal Permits”; and

WHEREAS, the Oroville 2030 General Plan sets forth goals, objectives, and policies to protect, manage, and expand urban forestry and native vegetation while also considering public safety; and

WHEREAS, the City of Oroville currently requires tree removal permits to protect the City’s mature trees and a tree removal permit must be obtained prior to the removal of a protected tree, including native oak trees; and

WHEREAS, OMC Section 17.12.065 establishes regulations to protect native oak trees and outlines requirements for mitigation when removed; and

WHEREAS, City Staff identified challenges in implementing the current oak tree mitigation code as written and received direction from the City Council to identify opportunities to address those challenges; and

WHEREAS, the proposed amendments to OMC Section 17.12.065 include expanding the exceptions to the permit and mitigation requirements and simplifying the mitigation replacement ratio; and

WHEREAS, amendments are also proposed to Sections 17.12.060 and 17.48.070; and

WHEREAS, the Oroville Development Review Committee reviewed the proposed amendments at their regular meeting on September 14th, 2023; and

WHEREAS, the Oroville Planning Commission held a workshop at their September 28, 2023, meeting requesting modifications to the proposed ordinance and subsequently held a special meeting on November 16, 2023, and recommends that the City Council adopt the proposed changes to Section 17.12.060, Section 17.12.065, and Section 17.48.070; and

WHEREAS, the City Council conducted a public hearing and introduced by title only the proposed ordinance and requested additional minor modifications relating to permit exceptions; and

WHEREAS, Article 7, Section 4 of the Charter of the City of Oroville provides that a proposed ordinance may be amended or modified between the time of its introduction and the time of its final passage, provided its general scope and original purposes are retained; and

WHEREAS, staff have prepared said minor modifications and clarifications pertaining to permit exceptions; and

WHEREAS, the proposed amendments are internally consistent with other applicable provisions of the Zoning Code, the 2030 General Plan, and compatible with the uses authorized in the applicable zoning districts for which the revisions are proposed; and

WHEREAS, adoption of this Ordinance is not subject to the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of Environment). These exemptions cover actions taken to assure the maintenance, restoration, enhancement, or protection of natural resources or the environment where the regulatory process involves procedures for the protection of the environment. The proposed amendments to the OMC maintain regulations requiring permits for the removal of trees, including oak trees, meeting specific size criteria outlined in Title 17. Exceptions to permits and mitigation are limited to include routine tree maintenance, or when removal is determined as necessary to protect life, prevent damage to property, or for purposes of fuel management, while minimizing the removal of mature heritage trees. The proposed Zoning Code Amendment also is not subject to CEQA pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment; and

WHEREAS, at a duly noticed public hearing, the City Council considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the code changes described herein and considered the City’s staff report regarding the project.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:

SECTION 1: Findings.

The City Council of the City of Oroville adopts and finds as true and correct the aforementioned recitals and incorporate them herein as findings.

Section 2: Amendment to the Oroville Municipal Code Section 17.12.060 (Tree Preservation)

The Oroville Municipal Code Section 17.12.060 (Tree Preservation) is hereby repealed and amended to read as follows:

17.12.060 RESERVED**Section 3: Amendment to the Oroville Municipal Code Section 17.12.065 (Oak Tree Loss Mitigation)**

The Oroville Municipal Code Section 17.12.065 (Oak Tree Loss Mitigation) is hereby amended to read as follows:

17-12.065 Oak Tree Loss Mitigation**A. Purpose.**

Oroville's native oak trees provide wildlife habitat, control erosion, maintain water flow and quality, moderate temperatures, improve air quality, and contribute to the aesthetic character of the area. The purpose of this section is to preserve Oroville's valuable native oak trees by protecting them during grading and construction, minimizing their removal, replacing them when removal is approved, and monitoring them to ensure that they are maintained.

B. Applicability. The requirements of this section apply to any native oak tree on public or private land with the following minimum diameter at breast height (dbh) (i.e., 4.5 feet from the ground):

1. Single main trunk: 6 inches.
2. Multiple trunks (in aggregate): 10 inches.
3. Heritage Tree: 24 inches

"Native oak tree" means an oak tree that is native to Butte County's natural oak communities, including valley oak, black oak, blue oak, and canyon oak. Interior live oak, while native to Butte County, is not included in this definition and their removal is not subject to the requirements of this section unless meeting the criteria for classification as a heritage tree.

C. Permits Required.

1. **Tree Removal.** The city requires a tree removal permit in accordance with Section 17.48.070 to remove any oak tree that meets the applicability criteria above in subsection B (Applicability). The property owner must file a tree survey and an oak tree preservation plan with the community development department before the city will issue a permit. The plan shall describe all efforts to preserve trees to the extent feasible, replace trees that are removed, and maintain replacement trees. In addition, the plan shall address replacing any replacement trees that do not survive.
2. **Grading.** Grading projects shall retain oak trees wherever possible. To receive a grading permit, applicants must address oak tree preservation in their grading plan by identifying methods to:
 - a. Identify trees to be retained, through flagging or other obvious marking methods, prior to any grading.

- b. Avoid compaction of the root zone and mechanical damage to trunks and limbs by installing temporary fencing along the outermost edge of the dripline of each retained tree or group of trees.
- c. Avoid trenching within driplines of retained trees. Any required utility line poles within the dripline should be installed by boring or drilling through the soil.

3. **Heritage Trees.**

- a. Grading, filling, trenching, paving, irrigation, and landscaping plans shall avoid the removal of or damage to the health of a heritage tree.
- b. A heritage tree may only be removed when approved as appropriate by a certified arborist, and upon receiving a tree removal permit in accordance with subsection (C)(1).

D. **Mitigation Options.** An applicant who has received a tree removal permit shall mitigate the removal by completing one or a combination of the following options, as well as paying a monitoring fee per tree as set by the city council.

- 1. **On-Site Replacement.** Where physically feasible, a tree removed under a tree removal permit shall be replaced on the same property, in accordance with the standards in subsection F (Replacement Standards).
- 2. **In-Lieu Fee.** When replacing a tree on site is not feasible, an applicant granted a tree removal permit may pay an in-lieu fee as set by the city council.
- 3. **Off-Site Replacement.** When replacing a tree on site is not feasible, an applicant granted a tree removal permit may plant replacement trees off site if:
 - a. The off-site location is permanently protected under a conservation easement that includes a maintenance plan that meets the requirements in subsection F (Replacement Standards).
 - b. The off-site location is appropriate for oak tree plantings, as determined by the director of public works or designee.
 - c. The off-site location is sufficient to plant and maintain replacement trees in accordance with the standards in subsection F (Replacement Standards).

E. **Exceptions to Permits and Mitigation Requirements.** Exceptions to permit and mitigation requirements shall be as specified in Section 17.48.070.

F. **Replacement Standards.** Replacement trees must meet the following standards.

- 1. **Replacement Ratio.** Each inch in dbh of oak removed shall be replaced by 1 inch of native oaks (1:1 ratio), using trees planted at a minimum size of 15 gallons.

2. **Timeframe.** The schedule for planting of the replacement trees shall be subject to approval by the review authority as detailed in Section 17.48.070(C)(3).
 3. **Maintenance.** The applicant is responsible for protecting the health of a replacement tree. Replacement trees shall be irrigated in accordance with Oroville Municipal Code Section 17.12.050 (Landscaping standards). A replacement tree that dies within 5 years shall be replaced on a one-to-one basis.
 4. **Monitoring.** The applicant shall monitor the replacement tree and report its health status to the community development department annually, or upon request, for 5 years following planting.
 5. **Damage.** Purposeful damaging or neglect of a replacement tree will invalidate the tree removal permit.
- G. **Oak Tree Maintenance Fund.** The city shall place in-lieu tree-removal fees in an oak tree maintenance fund to be expended only for the following:
1. **Planting New Trees.** Planting oak trees on public and private property within Oroville. These expenditures may include purchasing and planting trees, preparing the land for planting, and installing irrigation improvements. Private property owners may apply to have an oak tree planted on their property at public expense, provided the expense does not exceed the in-lieu fee amount.
 2. **Maintaining Existing Trees.** Caring for and preserving existing oak trees on public property or easements.
- H. **Monitoring.** The community development department shall prepare an annual report that addresses the following topics:
1. **Tree Inventory.** The report shall inventory all replacement trees, including their type and health status, as reported by an applicant.
 2. **Fund Accounting.** The report shall account for the balance in the oak tree mitigation fund and summarize the use to which the fund was put during the preceding year.
- I. **Fines.** The city may issue a fine for the destruction of an oak tree in violation of this section. Fines may be as high as the cost to replace and maintain up to 3 times the number of trees required by this section. The city shall deposit funds received from fines in the oak tree mitigation fund. (Ord. 1819 § 3, 2017).

Section 4: Amendment to the Oroville Municipal Code Section 17.48.070 (Tree Removal Permits)

The Oroville Municipal Code Section 17.48.070 (Tree Removal Permits) is hereby amended to read as follows:

17-48.070 Tree Removal Permits

- A. **Purpose.** The purpose of requiring tree removal permits is to preserve the city's mature trees by placing appropriate restrictions on their removal, while also allowing the removal of trees when necessary to protect the health, safety and welfare of the public.
- B. **Applicability.** The removal of any protected tree requires approval of a tree removal permit. The requirements of this section shall apply to any protected tree.
1. A protected tree is defined as:
 - a. Any tree on public property; or
 - b. Any tree on private property that has a trunk diameter of at least 24 inches at 54 inches above grade.
 - c. An oak tree meeting the criteria of Section 17.12.065.
 2. A protected tree does not include the following species: Ailanthus, Chinese Tallow, Fremont Cottonwood or Poplar, Privet, Box Elder, Eucalyptus, Silver Wattle, Black Acacia, English Hawthorn, Red Gum, Tasmanian Blue Gum, Edible Fig, English Holly, Cherry Plum, Black Locust, Peruvian Peppertree, Brazilian Peppertree, Palm, Western Catalpa, Chinese Elm or Winged Elm; or fruit and nut trees.
- C. **Exceptions to Permits and Mitigation Requirements.** A tree removal permit or mitigation shall not be required for the following circumstances:
1. When a tree is damaged and the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees has determined that its immediate removal is necessary to protect persons from imminent personal injury or to prevent imminent and substantial damage to property.
 2. Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree.
 3. When removal is determined to be necessary by fire department personnel actively engaged in fighting a fire.
 4. When removal is determined to be necessary by fire department personnel to comply with fuel modification requirements or defensible space requirements, as detailed in a defensible space inspection/report.
 5. When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other formal correspondence, to maintain homeowners' insurance coverage.
 6. Routine trimming, pruning, or maintenance which does not cause damage or death of a tree.
 7. Removal of a tree that is dead, dying, or in poor health as determined by a certified arborist.

8. Removal of a tree on a property developed with a single-family dwelling unit, provided that the following criteria is met:
 - a. The developed lot is not greater than 20,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2.
 - b. The developed lot is located outside of the Foothill Overlay (F-O) district.
 - (1) If the developed lot is located within the Foothill Overlay (F-O) district, the tree(s) proposed to be removed must be located outside of a setback area abutting a street.

D. Application.

1. Application for a tree removal permit shall be made in a form prescribed by the zoning administrator and accompanied by a fee established by resolution of the city council. Only the owner of the site or their authorized agent may apply for a tree removal permit.
2. The application for a tree removal permit shall include a map depicting the location, size and type of all trees within or immediately adjacent to the subject property. The map shall also depict any permanent buildings or structures on the subject property.
3. The review authority for a tree removal permit shall be determined as follows:
 - a. For trees on public property, unless the removal is associated with a proposed development that requires planning commission approval, the director of public works or designee shall be responsible for issuing tree removal permits.
 - b. For trees on private property, unless the removal is associated with a proposed development that requires planning commission approval, the zoning administrator shall be responsible for issuing tree removal permits.
 - c. For any proposed development that requires planning commission approval, the planning commission shall review the trees being removed, and approval of the project shall also be approval to remove all specified trees.

E. Required Findings.

1. A tree removal permit shall not be issued unless the review authority finds, based on substantial evidence, that the owner has demonstrated that the removal is necessary in order to accomplish any one of the following objectives:

- a. To ensure public safety as it relates to the health of the tree, potential hazard to life or property, and proximity to existing or proposed structures, and interference with utilities or sewers.
 - b. To allow reasonable enjoyment of the property, including sunlight access and the right to develop the property.
 - c. To pursue good, professional practices of forestry or landscape design.
2. Any action regarding the issuance of a tree removal permit may be appealed, as provided in Section 17.56.100. Subject trees shall not be removed prior to the completion of the required appeal period. (Ord. 1749 § 4; Ord. 1762 § 12)

F. **Removal Without a Permit.** No person shall remove, cause to be removed, or effectively remove any tree from any property which is subject without first obtaining a tree removal permit, unless otherwise provided by the exceptions of this section (Ord. 1749 § 4).

Section 5: Environmental Determination.

Zoning Code Amendment ZC23-03 is not subject to the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of Environment). These exemptions cover actions taken to assure the maintenance, restoration, enhancement, or protection of natural resources or the environment where the regulatory process involves procedures for the protection of the environment. The proposed amendments to the OMC maintain regulations requiring permits for the removal of trees, including oak trees, meeting specific size criteria outlined in Title 17. Exceptions to permits and mitigation are limited to include routine tree maintenance, or when removal is determined as necessary to protect life, prevent damage to property, or for purposes of fuel management, while minimizing the removal of mature heritage trees. The proposed Zoning Code Amendment also is not subject to CEQA pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Section 6: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

Section 7: Effective Date.

This ordinance shall take effect thirty (30) days after the date of its final adoption. The City Clerk shall certify to adoption thereof and cause its publication according to law.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 19th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

RESOLUTION NO. 9213

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING THE CITY'S MASTER SCHEDULE OF USER AND REGULATORY FEES PERTAINING TO THE ADDITION OF AN IN-LIEU FEE FOR OAK TREE MITIGATION

WHEREAS, user and regulatory fees are established by the City Council; and

WHEREAS, on February 21, 2023, the City Council conducted a public hearing and adopted Resolution No. 9127, adopting an updated schedule of user and regulatory fees; and

WHEREAS, OMC Section 17.12.065(D)(2) allows an applicant granted a tree removal permit to pay an in-lieu fee as set by the city council; and

WHEREAS, the City's master schedule of user and regulatory fees does not contain said in-lieu fee for oak tree mitigation; and

WHEREAS, in-lieu tree-removal fees shall be placed in an oak tree maintenance fund to be expended only for planting new oak trees and maintaining existing oak trees; and

WHEREAS, City Staff examined the cost of planting an oak tree and propose an in-lieu fee of \$220 per inch of oak tree requiring mitigation; and

WHEREAS, the in-lieu fee of \$220 per inch of oak tree requiring mitigation is broken down as up to \$60 for a 15-gallon tree; \$75 per crew member, with an average of 2 crew hours spent planting the tree; and \$10 for tree stakes and miscellaneous expenses; and

WHEREAS, the Planning Commission of the City of Oroville at a special meeting on November 16, 2023, adopted Resolution No. 2023-20 recommending that the City Council adopt an in-lieu fee of \$220 per inch of oak tree requiring mitigation; and

WHEREAS, at a duly noticed public hearing, the City Council considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the changes described herein and considered the City's staff report regarding the project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OROVILLE AS FOLLOWS:

SECTION 1. The City Council of the City of Oroville adopts and finds as true and correct the aforementioned recitals and incorporates them herein as findings.

SECTION 2. The City Council hereby adopts the amended master schedule of user and regulatory fees by adding an in-lieu fee of \$220 per inch of oak tree requiring mitigation to the Planning Fees.

SECTION 3. California Government Code Section 66017, which outlines procedures for adopting fees, any new or increased development fees adopted by the City Council shall go into effect not sooner than 60 days after adoption. Consequently, the proposed amendment shall have an effective date of May 18, 2024.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 19th day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk

Attachment 3



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

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

PLANNING COMMISSION STAFF REPORT

Thursday, November 16, 2023

RE: Consideration of Zoning Code Amendment (ZC) 23-03 amending Section 17.12.060 (Tree Preservation), Section 17.12.065 (Oak Tree Loss Mitigation) and Section 17.48.070 (Tree Removal Permits) of the Oroville Municipal Code (OMC)

SUMMARY: The Planning Commission will consider recommending that the City Council adopt ZC 23-03, amending the City’s oak tree loss mitigation standards, requirements, and applicability as found in Section 17.12.065 of the Oroville Municipal Code (OMC). ZC 23-02 would also amend Section 17.12.060 pertaining to tree preservation requirements and Section 17.48.070 pertaining to the City’s tree removal permit requirements.

RECOMMENDATION: Staff recommends the following actions:

1. **Conduct a Public Hearing** on the proposed Zoning Code Amendment.
2. **Adopt** Resolution No. 2023-20 Recommending that the City Council adopt an ordinance amending Sections 17.12.060, 17.12.065, and 17.48.070 of the OMC

APPLICANT: City of Oroville

LOCATION: City-Wide

GENERAL PLAN: N/A

ZONING: N/A

FLOOD ZONE: N/A

ENVIRONMENTAL DETERMINATION: This proposed Zoning Code Amendment is not subject to the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of Environment). These exemptions cover actions taken to assure the maintenance, restoration, enhancement, or protection of natural resources or the environment where the regulatory process involves procedures for the protection of the environment. The proposed amendments to the OMC maintain regulations requiring permits for the removal of trees, including oak trees, meeting specific size criteria outlined in Title 17. Exceptions to permits and mitigation are limited to include routine tree maintenance, or when removal is determined as necessary to protect life, prevent damage to property, or for purposes of fuel management, while minimizing the removal of mature heritage trees. The proposed Zoning Code Amendment also is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

<p>REPORT PREPARED BY:</p> <hr/> <p>Connor Musler, Contract Planner Community Development Department</p>	<p>REVIEWED BY:</p> <hr/> <p>Patrick Piatt, Director Community Development Department</p>
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DISCUSSION

The City currently has three primary municipal code sections pertaining to trees and their preservation and removal. Section 17.12.060 pertains to tree preservation requirements, Section 17.12.065 pertains to oak tree loss mitigation requirements, and Section 17.48.070 pertains to the City’s tree removal permit requirements. Section 17.12.065 “Oak Tree Loss Mitigation” was added to the Oroville Municipal Code in 2015 as part of the larger “Oroville Sustainability Code Updates”; a collection of updates to bring the City’s zoning code and planning documents in compliance with the 2030 General Plan that was adopted on June 2, 2009.

These three code sections are intended to work in coordination with each other, however, they currently lack clear and proper cross-referencing, and, in the case of Section 17.12.065 “Oak Tree Loss Mitigation,” contain burdensome regulations and a lack of detailed exceptions for routine maintenance or the protection of property and public safety.

The intent of this ordinance is to:

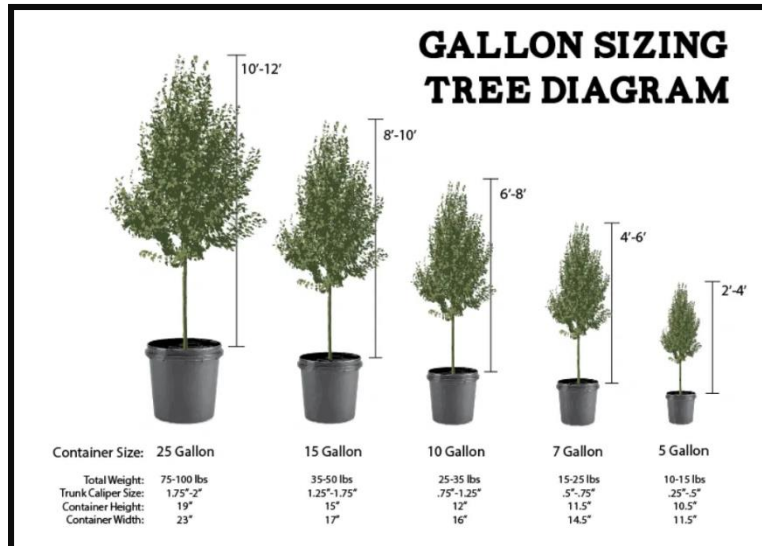
- Simplify the City’s oak tree mitigation requirements; and
- Ensure the City’s codes pertaining to tree removal and permitting requirements do not conflict and are properly referenced within applicable code sections; and
- Balance the ability of property owners to remove trees on their properties while recognizing the key factor that trees have in contributing to Oroville’s beauty and natural environment.

Based on direction received from the City Council, staff began preparing an update to the City’s oak tree mitigation regulations to simplify the overall regulations found within Section 17.12.065 of the OMC. Staff researched the cities of Chico, Rocklin, Roseville, Folsom, Fremont, and the County of Butte to further analyze how each jurisdiction approached tree removal permits and mitigation requirements and compare how the City’s current regulations compared. Staff found that the City’s current regulations were similar to the jurisdictions researched, however, the City’s regulations had a more burdensome replacement ratio of 2 inches of oak tree for every 1 inch removed and a lack of clearly outlined exceptions to the mitigation requirements.

The following changes are proposed:

Amend the Replacement Ratio

Currently, oak trees must be replaced at a 2:1 ratio (2 inches of replacement oak tree for every 1 inch removed). Staff are proposing to simplify the replacement standards to be a 1:1 ratio (1 inch of replacement oak tree for every 1 inch removed), with the replacement trees planted at a minimum size of 15 gallons.



Expand the Scenarios where Mitigation is Exempt

Currently, the only exception to the mitigation requirements of the oak tree ordinance is for “trees removed due to poor tree health or because removal furthers urban forestry or land management practices that support the health of native plant communities, as determined by the director of parks and trees or designee.”

Staff are proposing to expand the list of exceptions to the oak tree ordinance to include:

- Removal of an oak tree that is damaged and removal is necessary to protect persons and property from imminent damage.
- Removal by fire department personnel actively fighting fire.
- When removal is determined as necessary by fire department personnel as part of fuel modification or defensible space requirements, as detailed in a defensible space inspection/report.
- Routing trimming and maintenance which do not damage or result in the death of the tree.
- Removal of a dead, dying, or tree in poor health, as determined by an arborist.

The Planning Commission held a workshop on the proposed oak tree mitigation ordinance update at their September 28, 2023, meeting. Following that workshop, staff proposes two (2) additional mitigation exceptions and one (1) revised exception.

The two (2) new proposed mitigation exceptions are:

- Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree; and
- When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other formal correspondence, to maintain homeowners' insurance coverage.

The proposed revised exception is:

- Removal of an oak tree on a property developed with a single-family dwelling unit, provided that the following criteria is met:
 - The developed lot is not greater than 20,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2.
 - The developed lot is located outside of the Foothill Overlay (F-O) district.
 - If the developed lot is located within the Foothill Overlay (F-O) district, the oak tree(s) proposed to be removed must be located outside of a setback area abutting a street.

These three mitigation exceptions that resulted from the Planning Commission workshop were added with the intent of assisting property owners who wish to create defensible space around their homes and assist owners within the Wildland Urban Interface (WUI) to maintain insurance coverage.

Mitigation Option – In-Lieu Fee

One of the mitigation options allowed by the oak tree ordinance is the payment of an in-lieu fee. The City does not currently have an in-lieu fee established within the City's fee schedule. Based on correspondence from the City's arborist/parks, streets, and trees supervisor, staff proposes an in-lieu fee set at \$220 per inch that needs to be mitigated. This is broken down as \$55-\$60 for a 15-gallon tree, with an average of 2 crew hours (\$75 an hour per crew member) spent to plant the tree, stake it, etc. plus \$10 for miscellaneous expenses such as tree stakes.

Additional changes are proposed to OMC Sections 17.12.060 (Tree Preservation) and 17.48.070 (Tree Removal Permits). Staff are proposing to combine Section 17.12.060 and Section 17.48.070 to minimize cross referencing for two code sections that work in close coordination with each other. Minor updates are also proposed to ensure proper cross-reference between the oak tree mitigation requirements and the tree removal permit section and updates to the department director positions referenced within the code sections.

This proposed ordinance helps implement guiding principles, goals, policies and actions of the City's 2030 General Plan.

General Plan Guiding Principles:

Livability. Ensure that future development enhances the existing character of our city as

a whole, as well as its individual neighborhoods, and has a positive effect on our surroundings and quality of life.

Natural Resources and the Environment. Highlight and protect our unique open spaces, natural resources, underdeveloped areas, specimen trees, riparian zones and wetlands.

General Plan Goals:

Goal CD-1 As the community grows, maintain a coherent and distinctive physical form and structure that reflects Oroville’s unique qualities.

Goal CD-7 Develop Oroville’s major corridors as attractive locations with a diverse mix of land uses and development patterns that include high quality pedestrian-oriented design.

Goal OPS-1 Provide a comprehensive, high-quality system of recreational open space and facilities to maintain and improve the quality of life for Oroville residents.

Goal OPS-5 Maintain and enhance the quality of Oroville’s scenic and visual resources.

Goal OPS-9 Protect areas of significant wildlife habitat and sensitive biological resources to maintain biodiversity among plant and animal species in the City of Oroville and the surrounding area.

General Plan Policies:

P1.1 Require quality architectural and landscaping design as well as durable and efficient materials for all projects.

P2.3 Encourage imaginative design concepts in woodland areas to perpetuate and preserve native trees.

P2.4 Use appropriate landscaping to reduce the effects of surface runoff in developing areas, with an emphasis on native and drought-resistant species, minimization of impervious surfaces, and provisions for recharge.

P2.5 Continue to support and maintain Oroville’s involvement and commitment to the Tree City USA® program.

P2.6 Encourage the planting of trees and other landscape features along Oroville’s corridors to make them interesting, appealing, and inviting.

P1.1 Preserve and develop open space that includes a diversity of passive and active recreational amenities, that is geographically distributed throughout the City, and that is easily accessible by pedestrians and bicyclists.

P3.5 Enhance the wildlife value of the Planning Area’s “urban forest” by landscaping park

and recreation lands with native vegetation and by preserving existing trees and shrubs where they offer significant wildlife value.

P9.5 Require the preparation of a site-specific tree management and preservation report by a certified arborist or urban forester for development proposals on sites that contain significant oak woodlands and related habitat. This report shall include recommendations for the retention of healthy mature trees wherever feasible and promote the concept of oak regeneration corridors within project design.

FISCAL IMPACT

There is minimal fiscal impact associated with the recommended actions.

ATTACHMENTS

- A. Resolution No. 2023-20
- B. Proposed Changes to OMC Section 17.12.060 (Tree Preservation)
- C. Proposed Changed to OMC Section 17.12.065 (Oak Tree Loss Mitigation)
- D. Proposed Changes to OMC Section 17.48.070 (Tree Removal Permits)

RESOLUTION NO. P2023-20

A RESOLUTION OF THE OROVILLE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT ZONING CODE AMENDMENT (ZC 23-03), THE PROPOSED AMENDMENTS TO THE OROVILLE MUNICIPAL CODE SECTION 17.12.060 “TREE PRESERVATION”, SECTION 17.12.065 “OAK TREE LOSS MITIGATION”, AND SECTION 17.48.070 “TREE REMOVAL PERMITS”

WHEREAS, the Oroville 2030 General Plan sets forth goals, objectives, and policies to protect, manage, and expand urban forestry and native vegetation while also considering public safety; and

WHEREAS, the City of Oroville currently requires tree removal permits to protect the City’s mature trees; and

WHEREAS, a tree removal permit must be obtained prior to the removal of a protected tree, including native oak trees; and

WHEREAS, OMC Section 17.12.065 establishes regulations to protect native oak trees and outlines requirements for mitigation when removed; and

WHEREAS, City Staff identified challenges in implementing the current oak tree mitigation code as written and received direction from the City Council to identify opportunities to address those challenges; and

WHEREAS, the proposed amendments to OMC Section 17.12.065 include expanding the exceptions to the permit and mitigation requirements and simplifying the mitigation replacement ratio; and

WHEREAS, amendments are also proposed to Sections 17.12.060 and 17.48.070; and

WHEREAS, at a duly noticed public hearing, the Planning Commission considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the code changes described herein and considered the City’s staff report regarding the project.

NOW, THEREFORE, BE IT RESOLVED BY THE OROVILLE PLANNING COMMISSION AS FOLLOWS:

SECTION 1. The Planning Commission determines:

- A. That the proposed amendments are consistent with the General Plan; and
- B. The proposed amendments are consistent with other applicable provisions of the Municipal Code and compatible with the uses authorized in the applicable zoning districts for which the revisions are proposed.

SECTION 2. The Planning Commission finds that Zoning Code Amendment ZC23-03 is not subject to the provisions of the California Environmental Quality Act (“CEQA”) pursuant to Section 15307 (Actions by Regulatory Agencies for Protection of Natural Resources) and 15308 (Actions by Regulatory Agencies for Protection of Environment). These exemptions cover actions taken to assure the maintenance, restoration, enhancement, or protection of natural resources or the environment where the regulatory process involves procedures for the protection of the environment. The proposed amendments to the OMC maintain regulations requiring permits for the removal of trees, including oak trees, meeting specific size criteria outlined in Title 17. Exceptions to permits and mitigation are limited to include routine tree maintenance, or when removal is determined as necessary to protect life, prevent damage to property, or for purposes of fuel management, while minimizing the removal of mature heritage trees. The proposed Zoning Code Amendment also is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 3. The Planning Commission hereby recommends that the City Council adopt an ordinance amending the Oroville Municipal Code as set forth in Attachment B amending Section 17.12.060 (Tree Preservation), Attachment C amending Section 17.12.065 (Oak Tree Loss Mitigation), and Attachment D amending Section 17.48.070 (Tree Removal Permits).

SECTION 4. Furthermore, the Planning Commission hereby recommends that the City Council adopt an in-lieu fee of \$220 per inch of oak tree requiring mitigation.

PASSED AND ADOPTED by the Planning Commission of the City of Oroville at a special meeting on November 16, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

APPROVE:

Kayla Reaster, Assistant City Clerk

Carl Durling, Chairperson

SECTION 17-12.060**TREE PRESERVATION**~~17-12.060 — Tree Preservation~~~~A. — Applicability.~~

- ~~1. — The requirements of this section shall apply to any protected tree.~~
- ~~2. — A protected tree is defined as:
 - ~~a. — Any tree on public property; or~~
 - ~~b. — Any tree on private property that has a trunk diameter of at least 24 inches at 54 inches above grade.~~~~
- ~~3. — **Permit Required.** The removal of any protected tree requires approval of a tree removal permit, as provided in Section 17.48.070.~~
- ~~4.1. **Removal Without a Permit.** If personal injury or property damage is imminently threatened, the fire chief, the chief of police or the zoning administrator may authorize the removal of a protected tree without obtaining the required permit. The removal shall be reported to the zoning administrator within 5 business days. (Ord. 1749 § 4)~~

SECTION 17-12.065**OAK TREE LOSS MITIGATION**

17-12.065 Oak Tree Loss Mitigation

A. Purpose.

Oroville’s native oak trees provide wildlife habitat, control erosion, maintain water flow and quality, moderate temperatures, improve air quality, and contribute to the aesthetic character of the area. The purpose of this section is to preserve Oroville’s valuable native oak trees by protecting them during grading and construction, minimizing their removal, replacing them when removal is approved, and monitoring them to ensure that they are maintained.

B. Applicability. The requirements of this section apply to any native oak tree on public or private land with the following minimum diameter at breast height (dbh) (i.e., 4.5 feet from the ground):

1. Single main trunk: 6 inches.
2. Multiple trunks (in aggregate): 10 inches.

“Native oak tree” means an oak tree that is native to Butte County’s natural oak communities, including valley oak, black oak, blue oak, ~~interior live oak~~, and canyon oak. Interior live oak, while native to Butte County, is not included in this definition and their removal is not subject to the requirements of this section unless meeting the criteria for classification as a heritage tree.

C. Permits Required.

1. **Tree Removal.** The city requires a tree removal permit in accordance with Section 17.48.070 to remove any oak tree that meets the applicability criteria above in subsection B (Applicability). The property owner must file a tree survey and an oak tree preservation plan with the community development department before the city will issue a permit. The plan shall describe all efforts to preserve trees to the extent feasible, replace trees that are removed, and maintain replacement trees. In addition, the plan shall address replacing any replacement trees that do not survive.
2. **Grading.** Grading projects shall retain oak trees wherever possible. To receive a grading permit, applicants must address oak tree preservation in their grading plan by identifying methods to:
 - a. Identify trees to be retained, through flagging or other obvious marking methods, prior to any grading.
 - b. Avoid compaction of the root zone and mechanical damage to trunks and limbs by installing temporary fencing along the outermost edge of the dripline of each retained tree or group of trees.
 - c. Avoid trenching within driplines of retained trees. Any required utility line poles within the dripline should be installed by boring or drilling through the soil.
3. **Heritage Trees.**
 - a. Grading, filling, trenching, paving, irrigation, and landscaping plans shall avoid the removal of or damage to the health of a heritage tree.

- b. A heritage tree may only be removed when approved as appropriate by a certified arborist, and upon receiving a tree removal permit in accordance with subsection (C)(1).

D. **Mitigation Options.** An applicant who has received a tree removal permit shall mitigate the removal by completing one or a combination of the following options, as well as paying a monitoring fee per tree as set by the city council.

1. **On-Site Replacement.** Where physically feasible, a tree removed under a tree removal permit shall be replaced on the same property, in accordance with the standards in subsection F (Replacement Standards).
2. **In-Lieu Fee.** When replacing a tree on site is not feasible, an applicant granted a tree removal permit may pay an in-lieu fee as set by the city council.
3. **Off-Site Replacement.** When replacing a tree on site is not feasible, an applicant granted a tree removal permit may plant replacement trees off site if:
 - a. The off-site location is permanently protected under a conservation easement that includes a maintenance plan that meets the requirements in subsection F (Replacement Standards).
 - b. The off-site location is appropriate for oak tree plantings, as determined by the director of ~~parcs and trees-public works~~ or designee.
 - c. The off-site location is sufficient to plant and maintain replacement trees in accordance with the standards in subsection F (Replacement Standards).

~~E.—Exceptions to **Permits and Mitigation Requirements.** Mitigation is not required for trees removed due to poor tree health or because removal furthers urban forestry or land management practices that support the health of native plant communities, as determined by the director of parks and trees or designee. A tree removal permit or mitigation shall not be required for the following circumstances:~~

- ~~1. When an oak tree is damaged and the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees has determined that its immediate removal is necessary to protect persons from imminent personal injury or to prevent imminent and substantial damage to property.~~
- ~~2. Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree.~~
- ~~3. When removal is determined to be necessary by fire department personnel actively engaged in fighting a fire.~~
- ~~4. When removal is determined to be necessary by fire department personnel to comply with fuel modification requirements or defensible space requirements, as detailed in a defensible space inspection/report.~~
- ~~5. When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other formal correspondence, to maintain homeowners' insurance coverage.~~

6. Routine trimming, pruning, or maintenance which does not cause damage or death of a tree.
7. Removal of an oak tree that is dead, dying, or in poor health as determined by a certified arborist.
8. Removal of an oak tree on a property developed with a single-family dwelling unit, provided that the following criteria is met:
 - a. The developed lot is not greater than 4020,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2.
 - b. The developed lot is located outside of the Foothill Overlay (F-O) district.
 - (1) If the developed lot is located within the Foothill Overlay (F-O) district, the oak tree(s) proposed to be removed must be located within the rear or side yard not outside of a setback area abutting a street.

F.

G.E. Replacement Standards. Replacement trees must meet the following standards.

1. **Replacement Ratio.** Each inch in dbh of oak removed shall be replaced by 2.1 inches of native oaks (1:1 ratio), using trees planted at a minimum size of one-15 gallons. ~~For example, a 6-inch dbh tree may be replaced by four 1.3-inch trees or 2.12 three-one-inch trees.~~
2. **Timeframe.** ~~A replacement tree shall be planted within 90 days of the removal of the original tree. The schedule for planting of the replacement trees shall be subject to approval by the review authority as detailed in Section 17.48.070(C)(3).~~
3. **Maintenance.** The applicant is responsible for protecting the health of a replacement tree. Replacement trees shall be irrigated in accordance with Oroville Municipal Code Section 17.12.050 (Landscaping standards). A replacement tree that dies within 5 years shall be replaced on a one-to-one basis.
4. **Monitoring.** The applicant shall monitor the replacement tree and report its health status to the community development department annually, or upon request, for 5 years following planting.
5. **Damage.** Purposeful damaging or neglect of a replacement tree will invalidate the tree removal permit.

H.F. Oak Tree Maintenance Fund. The city shall place in-lieu tree-removal fees in an oak tree maintenance fund to be expended only for the following:

1. **Planting New Trees.** Planting oak trees on public and private property within Oroville. These expenditures may include purchasing and planting trees, preparing the land for planting, and installing irrigation improvements. Private property owners may apply to have an oak tree planted on their property at public expense, provided the expense does not exceed the in-lieu fee amount.
2. **Maintaining Existing Trees.** Caring for and preserving existing oak trees on public property or easements.

I.G. **Monitoring.** The community development department shall prepare an annual report that addresses the following topics:

1. **Tree Inventory.** The report shall inventory all replacement trees, including their type and health status, as reported by an applicant.
2. **Fund Accounting.** The report shall account for the balance in the oak tree mitigation fund and summarize the use to which the fund was put during the preceding year.

J.H. **Fines.** The city may issue a fine for the destruction of an oak tree in violation of this section. Fines may be as high as the cost to replace and maintain up to 3 times the number of trees required by this section. The city shall deposit funds received from fines in the oak tree mitigation fund. (Ord. 1819 § 3, 2017).

SECTION 17-48.070**TREE REMOVAL PERMITS**

17-48.070 Tree Removal Permits

A. **Purpose.** The purpose of requiring tree removal permits is to preserve the city's mature trees by placing appropriate restrictions on their removal, while also allowing the removal of trees when necessary to protect the health, safety and welfare of the public.

B. **Applicability.** The removal of any protected tree requires approval of a tree removal permit. The requirements of this section shall apply to any protected tree.

1. A protected tree is defined as:

a. Any tree on public property; or

b. Any tree on private property that has a trunk diameter of at least 24 inches at 54 inches above grade.

A.c. An oak tree meeting the criteria of Section 17.12.065.

B.C. **Application.**

1. Application for a tree removal permit shall be made in a form prescribed by the zoning administrator and accompanied by a fee established by resolution of the city council. Only the owner of the site or their authorized agent may apply for a tree removal permit.
2. The application for a tree removal permit shall include a map depicting the location, size and type of all trees within or immediately adjacent to the subject property. The map shall also depict any permanent buildings or structures on the subject property.
3. The review authority for a tree removal permit shall be determined as follows:
 - a. For trees on public property, unless the removal is associated with a proposed development that requires planning commission approval, the director of parks and trees public works or designee shall be responsible for issuing tree removal permits.
 - b. For trees on private property, unless the removal is associated with a proposed development that requires planning commission approval, the zoning administrator shall be responsible for issuing tree removal permits.
 - c. For any proposed development that requires planning commission approval, the planning commission shall review the trees being removed, and approval of the project shall also be approval to remove all specified trees.

E.D. **Required Findings.**

1. A tree removal permit shall not be issued unless the review authority finds, based on substantial evidence, that the owner has demonstrated that the removal is necessary in order to accomplish any one of the following objectives:
 - a. To ensure public safety as it relates to the health of the tree, potential hazard to life or property, and proximity to existing or proposed structures, and interference with utilities or sewers.

- b. To allow reasonable enjoyment of the property, including sunlight access and the right to develop the property.
- c. To pursue good, professional practices of forestry or landscape design.

2. Any action regarding the issuance of a tree removal permit may be appealed, as provided in Section 17.56.100. Subject trees shall not be removed prior to the completion of the required appeal period. (Ord. 1749 § 4; Ord. 1762 § 12)

2.E. **Removal Without a Permit.** If personal injury or property damage is imminently threatened, the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees may authorize the removal of a protected tree without obtaining the required permit. The removal shall be reported to the zoning administrator within 5 business days. (Ord. 1749 § 4).

Attachment 4

Connor Musler

From: Taylor Nilsson <Taylorn@buttefiresafe.net>
Sent: Sunday, November 26, 2023 10:40 AM
To: Warren Jensen <Warren@garybess.com>
Subject: RE: Contact information

Hi Warren,

I apologize, I do not know why the comments did not send when I replied to this. Hopefully it is not too late for another meeting to bring the comments from Kieran forward.

- The replacement ratio is still too high. So, for a 6-inch DBH oak tree that is removed, then six 15-gallon trees shall be replanted. This will cause an overstocking of trees (too many trees per acre) and increase overall Wildland/Urban fuel loading per acre. The alternative is offsite planting, which sounds like a feel-good approach, at first. However, the problem in this state is that we have too many trees per acre within the wildlands and in some instances in urban settings. Switching to a one tree removed/one tree replaced ratio may be a better alternative.



- “When removal is determined as necessary by fire department personnel as part of fuel modification or defensible space requirements, as detailed in a defensible space inspection/report.”

- Oroville Fire Department is now run by CAL FIRE. If they have the capacity to perform these inspection reports to trigger fuels modification, then the task of carrying out the fuel reduction for defensible space is placed squarely on the landowner/homeowner. This is reactive regulation. Suggested proactive regulation (exception) is listed below.

- Removal of hazardous understory trees to fulfill defensible space requirements and improve overall fire resiliency of residual trees within Wildland Urban Interface (WUI) area.
 - Removal operations shall be linked to a valid Community Wildfire Protection Plan (CWPP) for the City of Oroville.
 - Removal operations can be funded and administered by the Butte County Fire Safe Council (BCFSC) and/or Butte County Resource Conservation District (BCRCD).
 - Removal operations shall be administered by a Ca. Registered Professional Forester and/or CAL FIRE Resource Personnel.

One of the main concerns is who the responsibility falls upon to fulfill the defensible space requirements. Allowing the removal to be tied to a local non-profit such as the FSC or BCRCD opens up a host of opportunities.

We will work on scheduling a tour for January.

Thank you



Taylor Nilsson
 Executive Director
Mobile: 530-966-1620
Office: 530-877-0984
 6569 Clark Rd, Paradise, CA 95969
buttefiresafe.net
 Mail to: PO Box 699 Paradise CA 95967

Attachment 5

SECTION 17-12.060**TREE PRESERVATION**~~17-12.060 — Tree Preservation~~~~A. — Applicability.~~

- ~~1. — The requirements of this section shall apply to any protected tree.~~
- ~~2. — A protected tree is defined as:
 - ~~a. — Any tree on public property; or~~
 - ~~b. — Any tree on private property that has a trunk diameter of at least 24 inches at 54 inches above grade.~~~~
- ~~3. — **Permit Required.** The removal of any protected tree requires approval of a tree removal permit, as provided in Section 17.48.070.~~
- ~~4.1. **Removal Without a Permit.** If personal injury or property damage is imminently threatened, the fire chief, the chief of police or the zoning administrator may authorize the removal of a protected tree without obtaining the required permit. The removal shall be reported to the zoning administrator within 5 business days. (Ord. 1749 § 4)~~

SECTION 17-12.065**OAK TREE LOSS MITIGATION**

17-12.065 Oak Tree Loss Mitigation

A. **Purpose.**

Oroville's native oak trees provide wildlife habitat, control erosion, maintain water flow and quality, moderate temperatures, improve air quality, and contribute to the aesthetic character of the area. The purpose of this section is to preserve Oroville's valuable native oak trees by protecting them during grading and construction, minimizing their removal, replacing them when removal is approved, and monitoring them to ensure that they are maintained.

B. **Applicability.** The requirements of this section apply to any native oak tree on public or private land with the following minimum diameter at breast height (dbh) (i.e., 4.5 feet from the ground):

1. Single main trunk: 6 inches.
2. Multiple trunks (in aggregate): 10 inches.
- 2.3. Heritage Tree: 24 inches

"Native oak tree" means an oak tree that is native to Butte County's natural oak communities, including valley oak, black oak, blue oak, ~~interior live oak~~, and canyon oak. Interior live oak, while native to Butte County, is not included in this definition and their removal is not subject to the requirements of this section unless meeting the criteria for classification as a heritage tree.

C. **Permits Required.**

1. **Tree Removal.** The city requires a tree removal permit in accordance with Section 17.48.070 to remove any oak tree that meets the applicability criteria above in subsection B (Applicability). The property owner must file a tree survey and an oak tree preservation plan with the community development department before the city will issue a permit. The plan shall describe all efforts to preserve trees to the extent feasible, replace trees that are removed, and maintain replacement trees. In addition, the plan shall address replacing any replacement trees that do not survive.
2. **Grading.** Grading projects shall retain oak trees wherever possible. To receive a grading permit, applicants must address oak tree preservation in their grading plan by identifying methods to:
 - a. Identify trees to be retained, through flagging or other obvious marking methods, prior to any grading.
 - b. Avoid compaction of the root zone and mechanical damage to trunks and limbs by installing temporary fencing along the outermost edge of the dripline of each retained tree or group of trees.
 - c. Avoid trenching within driplines of retained trees. Any required utility line poles within the dripline should be installed by boring or drilling through the soil.
3. **Heritage Trees.**
 - a. Grading, filling, trenching, paving, irrigation, and landscaping plans shall avoid the removal of or damage to the health of a heritage tree.

- b. A heritage tree may only be removed when approved as appropriate by a certified arborist, and upon receiving a tree removal permit in accordance with subsection (C)(1).

D. **Mitigation Options.** An applicant who has received a tree removal permit shall mitigate the removal by completing one or a combination of the following options, as well as paying a monitoring fee per tree as set by the city council.

1. **On-Site Replacement.** Where physically feasible, a tree removed under a tree removal permit shall be replaced on the same property, in accordance with the standards in subsection F (Replacement Standards).
2. **In-Lieu Fee.** When replacing a tree on site is not feasible, an applicant granted a tree removal permit may pay an in-lieu fee as set by the city council.
3. **Off-Site Replacement.** When replacing a tree on site is not feasible, an applicant granted a tree removal permit may plant replacement trees off site if:
 - a. The off-site location is permanently protected under a conservation easement that includes a maintenance plan that meets the requirements in subsection F (Replacement Standards).
 - b. The off-site location is appropriate for oak tree plantings, as determined by the director of ~~parcs and trees-public works~~ or designee.
 - c. The off-site location is sufficient to plant and maintain replacement trees in accordance with the standards in subsection F (Replacement Standards).

~~E.—Exceptions to **Permits and Mitigation Requirements.** Mitigation is not required for trees removed due to poor tree health or because removal furthers urban forestry or land management practices that support the health of native plant communities, as determined by the director of parks and trees or designee. A tree removal permit or mitigation shall not be required for the following circumstances: Exceptions to permit and mitigation requirements shall be as specified in Section 17.48.070~~

~~—When an oak tree is damaged and the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees has determined that its immediate removal is necessary to protect persons from imminent personal injury or to prevent imminent and substantial damage to property.~~

~~—Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree.~~

~~—When removal is determined to be necessary by fire department personnel actively engaged in fighting a fire.~~

~~—When removal is determined to be necessary by fire department personnel to comply with fuel modification requirements or defensible space requirements, as detailed in a defensible space inspection/report.~~

~~—When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other formal correspondence, to maintain homeowners' insurance coverage.~~

- ~~— Routine trimming, pruning, or maintenance which does not cause damage or death of a tree.~~
- ~~— Removal of an oak tree that is dead, dying, or in poor health as determined by a certified arborist.~~
- ~~— Removal of an oak tree on a property developed with a single family dwelling unit, provided that the following criteria is met:~~
- ~~— The developed lot is not greater than 1020,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2.~~
- ~~— The developed lot is located outside of the Foothill Overlay (F-O) district.~~
- ~~— If the developed lot is located within the Foothill Overlay (F-O) district, the oak tree(s) proposed to be removed must be located within the rear or side yard not outside of a setback area abutting a street.~~

F. —

G.E. Replacement Standards. Replacement trees must meet the following standards.

1. **Replacement Ratio.** Each inch in dbh of oak removed shall be replaced by 2 1 inches of native oaks (1:1 ratio), using trees planted at a minimum size of one-15 gallons. ~~For example, a 6-inch dbh tree may be replaced by four 13-inch trees or 212 threecone-inch trees.~~
2. **Timeframe.** ~~A replacement tree shall be planted within 90 days of the removal of the original tree. The schedule for planting of the replacement trees shall be subject to approval by the review authority as detailed in Section 17.48.070(C)(3).~~
3. **Maintenance.** The applicant is responsible for protecting the health of a replacement tree. Replacement trees shall be irrigated in accordance with Oroville Municipal Code Section 17.12.050 (Landscaping standards). A replacement tree that dies within 5 years shall be replaced on a one-to-one basis.
4. **Monitoring.** The applicant shall monitor the replacement tree and report its health status to the community development department annually, or upon request, for 5 years following planting.
5. **Damage.** Purposeful damaging or neglect of a replacement tree will invalidate the tree removal permit.

H.F. Oak Tree Maintenance Fund. The city shall place in-lieu tree-removal fees in an oak tree maintenance fund to be expended only for the following:

1. **Planting New Trees.** Planting oak trees on public and private property within Oroville. These expenditures may include purchasing and planting trees, preparing the land for planting, and installing irrigation improvements. Private property owners may apply to have an oak tree planted on their property at public expense, provided the expense does not exceed the in-lieu fee amount.
2. **Maintaining Existing Trees.** Caring for and preserving existing oak trees on public property or easements.

I.G. **Monitoring.** The community development department shall prepare an annual report that addresses the following topics:

1. **Tree Inventory.** The report shall inventory all replacement trees, including their type and health status, as reported by an applicant.
2. **Fund Accounting.** The report shall account for the balance in the oak tree mitigation fund and summarize the use to which the fund was put during the preceding year.

J.H. **Fines.** The city may issue a fine for the destruction of an oak tree in violation of this section. Fines may be as high as the cost to replace and maintain up to 3 times the number of trees required by this section. The city shall deposit funds received from fines in the oak tree mitigation fund. (Ord. 1819 § 3, 2017).

SECTION 17-48.070**TREE REMOVAL PERMITS**

17-48.070 Tree Removal Permits

A. Purpose. The purpose of requiring tree removal permits is to preserve the city's mature trees by placing appropriate restrictions on their removal, while also allowing the removal of trees when necessary to protect the health, safety and welfare of the public.

B. Applicability. The removal of any protected tree requires approval of a tree removal permit. The requirements of this section shall apply to any protected tree.

1. A protected tree is defined as:
 - a. Any tree on public property; or
 - b. Any tree on private property that has a trunk diameter of at least 24 inches at 54 inches above grade.
 - c. An oak tree meeting the criteria of Section 17.12.065.
2. A protected tree does not include the following species: Ailanthus, Chinese Tallow, Fremont Cottonwood or Poplar, Privet, Box Elder, Eucalyptus, Silver Wattle, Black Acacia, English Hawthorn, Red Gum, Tasmanian Blue Gum, Edible Fig, English Holly, Cherry Plum, Black Locust, Peruvian Peppertree, Brazilian Peppertree, Palm, Western Catalpa, Chinese Elm or Winged Elm; or fruit and nut trees.

C. Exceptions to Permits and Mitigation Requirements. A tree removal permit or mitigation shall not be required for the following circumstances:

1. When a tree is damaged and the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees has determined that its immediate removal is necessary to protect persons from imminent personal injury or to prevent imminent and substantial damage to property.
2. Removal of an interior live oak, unless meeting the criteria for classification as a heritage tree.
3. When removal is determined to be necessary by fire department personnel actively engaged in fighting a fire.
4. When removal is determined to be necessary by fire department personnel to comply with fuel modification requirements or defensible space requirements, as detailed in a defensible space inspection/report.
5. When removal is determined as necessary by the property owner's insurance provider, as detailed in an insurance report or other formal correspondence, to maintain homeowners' insurance coverage.
6. Routine trimming, pruning, or maintenance which does not cause damage or death of a tree.
7. Removal of a tree that is dead, dying, or in poor health as determined by a certified arborist.
8. Removal of a tree on a property developed with a single-family dwelling unit, provided that the following criteria is met:

- a. The developed lot is not greater than 20,000 square feet in area and is zoned either RR-20, RR-10, RL, R-1, or R-2.
- b. The developed lot is located outside of the Foothill Overlay (F-O) district.
- ~~A.(1)~~ If the developed lot is located within the Foothill Overlay (F-O) district, the tree(s) proposed to be removed must be located outside of a setback area abutting a street.

B.D. Application.

1. Application for a tree removal permit shall be made in a form prescribed by the zoning administrator and accompanied by a fee established by resolution of the city council. Only the owner of the site or their authorized agent may apply for a tree removal permit.
2. The application for a tree removal permit shall include a map depicting the location, size and type of all trees within or immediately adjacent to the subject property. The map shall also depict any permanent buildings or structures on the subject property.
3. The review authority for a tree removal permit shall be determined as follows:
 - a. For trees on public property, unless the removal is associated with a proposed development that requires planning commission approval, the director of ~~parks and trees~~ public works or designee shall be responsible for issuing tree removal permits.
 - b. For trees on private property, unless the removal is associated with a proposed development that requires planning commission approval, the zoning administrator shall be responsible for issuing tree removal permits.
 - c. For any proposed development that requires planning commission approval, the planning commission shall review the trees being removed, and approval of the project shall also be approval to remove all specified trees.

C.E. Required Findings.

1. A tree removal permit shall not be issued unless the review authority finds, based on substantial evidence, that the owner has demonstrated that the removal is necessary in order to accomplish any one of the following objectives:
 - a. To ensure public safety as it relates to the health of the tree, potential hazard to life or property, and proximity to existing or proposed structures, and interference with utilities or sewers.
 - b. To allow reasonable enjoyment of the property, including sunlight access and the right to develop the property.
 - c. To pursue good, professional practices of forestry or landscape design.
2. Any action regarding the issuance of a tree removal permit may be appealed, as provided in Section 17.56.100. Subject trees shall not be removed prior to the completion of the required appeal period. (Ord. 1749 § 4; Ord. 1762 § 12)

~~2.F. **Removal Without a Permit.** No person shall remove, cause to be removed, or effectively remove any tree from any property which is subject to this section without first obtaining a tree removal permit, unless otherwise provided by the exceptions of this section. If personal injury or property damage is imminently threatened, the city administrator, director of public works, director of community development, public safety personnel, code enforcement officer, or their designees may authorize the removal of a protected tree without obtaining the required permit. The removal shall be reported to the zoning administrator within 5 business days. (Ord. 1749 § 4).~~

DRAFT



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND CITY COUNCIL MEMBERS

**FROM: PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR,
LARK MCNEILL, INTERWEST PLANNING GROUP**

**RE: SECOND READING OF ZONING CODE AMENDMENT (ZC) 24- 02;
CHANGING THE SECTION'S TITLE FROM SECOND DWELLING UNITS
TO ACCESSORY DWELLING UNITS AND AMENDING MUNICIPAL
CODE SECTION 17.16.010**

DATE: MARCH 19, 2024

SUMMARY

The Council will consider adopting ZC 24-02, changing the title of Municipal Code Section 17.16.010 from Second Dwelling Units to Accessory Dwelling Units, and establishing regulations and standards for accessory dwelling units.

DISCUSSION

On March 5, 2024, the City Council conducted a public hearing and unanimously approved the first reading of Ordinance No. 1878. Changes to Municipal Code Section 17.16.010 are necessary to address recent changes to State law regarding accessory dwelling units. The proposed amendments to Municipal Code Section 17.16.010 are necessary to bring the Municipal Code into compliance with these new laws. The new laws will allow two accessory dwelling units on a property with a primary residence on every single-family zoned property. The Section's title will also be changed from "Second Dwelling Units" to "Accessory Dwelling Units".

Minor changes were made after the first reading, including adding Section O requiring occupancy in ADU's to be long term (60 days or more), and editing Development Standard #11 relating to Very High Fire Hazard Zones.

FISCAL IMPACT

All ADUs and JADUs will pay applicable fees at the time building permit applications are submitted to the city.

RECOMMENDATION

Staff recommends the following actions:

1. **Approve the second reading and introduce by title only, Ordinance 1878 – AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTION 17.16.010 OF THE ZONING ORDINANCE OF THE CITY OF OROVILLE CONSISTENT WITH STATE LAW RELATING TO ACCESSORY DWELLING UNITS.**

ATTACHMENTS

- A. Ordinance No. 1878

1600

CITY OF OROVILLE ORDINANCE NO. 1878**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING ZONING CODE AMENDMENT (ZC) 24-02 AMENDING THE OROVILLE MUNICIPAL CODE BY CHANGING THE TITLE OF SECTION 17.16.010 FROM “SECOND DWELLING UNITS” TO “ACCESSORY DWELLING UNITS” AND AMENDING SECTION 17.16.010 ESTABLISHING REGULATIONS AND STANDARDS FOR ACCESSORY DWELLING UNITS**

WHEREAS, Assembly Bill 1033 went into effect January 1, 2024, which allows accessory dwelling units to be sold independently of the primary dwelling unit on a property in a single-family residential zone; and

WHEREAS, Assembly Bill 1033 authorizes a local agency to adopt a local ordinance to allow the separate conveyance of the primary dwelling unit and accessory dwelling unit or units as condominiums, as specified; and

WHEREAS, accessory dwelling units are intended to increase the supply of non-transient housing in the State. Accessory dwelling units are permitted in all areas zoned to allow single-family or multifamily dwelling residential uses within the City limits; and

WHEREAS, City staff recommends amending the title of Section 17.010.16 in the Zoning Code from “Second Dwellings” to “Accessory Dwelling Units” and amending the Oroville Municipal Code Section 17.010.16 to establish regulations for accessory dwelling units in compliance with current State law; and

WHEREAS, The Planning Commission conducted a public hearing on December 21, 2023, and again on January 25, 2024, where Resolution No. P2023-03 was subsequently adopted recommending that the City Council adopt zoning code amendment (ZC) 24- 03; and

WHEREAS, the proposed amendments are internally consistent with other applicable provisions of the Zoning Code, the 2030 General Plan, and compatible with the uses authorized in the applicable zoning districts for which the revisions are proposed; and

WHEREAS, the proposed Zoning Code Amendment is not subject to the California Environmental Quality Act (CEQA), Class 15301. This ordinance is

applicable city-wide to residential properties and structures. The additional residential units created through this ordinance are exempt from density restrictions pursuant to Government Code Section 65852.2.; and

WHEREAS, at a duly noticed public hearing, the City Council considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the code changes described herein and considered the City's staff report regarding the project.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF OROVILLE DO ORDAIN AS FOLLOWS:

SECTION 1: Findings.

The City Council of the City of Oroville adopts and finds as true and correct the aforementioned recitals and incorporate them herein as findings.

SECTION 2: Amendment to the Oroville Municipal Code changing the title of 17.16.010 from Second Dwelling Units to Accessory Dwelling Units.

SECTION 3: Amendment to the Oroville Municipal Code
The Oroville Municipal Code Section 17.16.010 is hereby amended as follows:

17.16.010 Second dwelling units.

Purpose. Accessory dwelling units are intended to increase the supply of non-transient housing. Accessory dwelling units are permitted in all areas zoned to allow single-family or multifamily dwelling residential uses within the City limits unless the water and/or sewer provider indicates in writing to the City Building Department that it has insufficient capacity to serve the accessory or junior accessory dwelling unit. All accessory dwelling units must be rented out for terms longer than sixty (60) days. Any accessory dwelling unit may be rented separate from the primary residence. Any accessory dwelling unit (not including a junior accessory dwelling unit) may be sold separately from the primary residence as described in Government Code Section 65852.2(a)(10)(E) as amended.

Relationship with the General Plan and Zoning. Any Accessory Dwelling Unit or Junior Accessory Dwelling Unit which conforms with the requirements of this Chapter shall be deemed to be consistent with the General Plan designation and zoning for the parcel, regardless of any limitations on residential density imposed by the General Plan or zoning. Accessory Dwelling Units shall not be counted when determining residential density for conformance with General Plan or Zoning.

A. Definitions

1. "Accessory dwelling unit" means an attached or a detached residential dwelling unit and garage that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes an efficiency unit or a manufactured home, as defined in Section 18007 of the Health and Safety Code.
2. "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot.
3. "Efficiency unit" has the same meaning as defined in Section 17958.1 of the Health and Safety Code.
4. "Living area" means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
5. "Nonconforming condition" means a physical improvement on a property that does not conform to current zoning standards or building code.
6. "Objective standards" means standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.
7. "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
8. "Proposed dwelling" means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
9. "Public transit" means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
10. "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

B. Permit Required.

1. A planning department application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, notwithstanding Government Code Section 65901 or 65906 or any City ordinance regulating the issuance of variances or special use permits. The City shall either approve or deny the planning department application to create or serve an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the City receives a completed application if there is an existing single-family or multifamily dwelling on the lot.
 2. If the planning department application to create or serve an accessory dwelling unit or a junior accessory dwelling unit is submitted with a building permit application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the planning department application for the accessory dwelling unit or the junior accessory dwelling unit until the City approves or denies the planning department application to create the new single-family or multifamily dwelling, but the planning department application to create or serve the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the City has not approved or denied the completed planning department application within 60 days, the planning department application shall be deemed approved.
 3. A certificate of occupancy for an accessory dwelling unit shall not be issued before the certificate of occupancy is issued for the primary dwelling. An existing legally permitted accessory structure, accessory living unit, or family care unit may be converted into an accessory dwelling unit consistent with the provisions of the Chapter.
 4. A demolition permit for a detached garage that is to be replaced with an accessory dwelling unit must be reviewed with the application for the accessory dwelling unit and issued at the same time as the building permit for the accessory dwelling unit.
- C.** If the City denies a planning department application for an accessory dwelling unit or junior accessory dwelling unit, the City shall, within the time period described within this section, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.
- D. Preapproved building plans.** Beginning January 1, 2025, the City shall make available preapproved building plans for ADUs. The City will charge a reasonable fee for the use of the preapproved building plans. The City shall comply with Government

Code Section 65852.27, as amended, regarding preapproved building plans for any type of accessory dwelling unit.

- E. Addressing Accessory Dwelling Units.** All accessory dwelling units shall be assigned an address. The Building Department will inform local agencies, service providers, and the United States Postal Service of the address of the proposed accessory dwelling unit followed by an identifying letter or number.
- F. Junior accessory dwelling unit (JADU).** “Junior accessory dwelling unit” means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure and garage. A junior accessory dwelling unit has the same definition as defined by the State of California at the time an application for a junior accessory dwelling unit is received by the City. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.
1. JADUs can only be constructed on a site with a proposed or existing single-family dwelling.
 2. No JADU may occupy more than 500 square feet of an existing residence.
 3. A JADU may be located within an existing legally authorized single-family dwelling that does not meet setback requirements and it would not be considered an expansion of a legal non-conforming structure unless the conversion increases the non-conformity of the structure.
 4. No additional on-site parking is required for a JADU.
 5. A separate entrance to the JADU shall be provided.
 6. A JADU may share a bath with the single-family dwelling or have its own bath.
 7. A JADU is required to include an efficiency kitchen as defined in Section 17958.1 of the State of California Health and Safety Code.
 8. For the purposes of fire and life protection ordinances and regulations, a JADU is to be considered part of the single-family dwelling.
 9. A JADU shall not be sold separately from the primary residence.
- G. Maximum Number of All Units.** There are four categories of the allowed number of ADUs and JADUs on a single parcel. (A) One ADU and one JADU are permitted per lot. The JADU must be within the proposed space of a single-family dwelling or existing space of a

single-family dwelling or accessory structure that meets specified requirements such as exterior access and setbacks for fire and safety. (B) One detached new construction ADU that does not exceed four-foot side and rear yard setbacks. This ADU may be combined on the same lot with a JADU and cannot exceed a maximum unit size of 850 square feet. (C) Multiple ADUs within the portions of multifamily structures that are not used as livable space at the time of the conversion of the non-residential floor space to an ADU are permitted, and in up to 25 percent of the existing multifamily structures. (D) Up to two detached ADUs on a lot that has existing multifamily dwellings that are subject to height limits prescribed in Government Code Section 65852.2 (as amended at the time of the building permit application) and four-foot rear and side yard setbacks.

H. Location. A second dwelling unit may be either attached to or detached from the primary dwelling unit on the parcel. The City shall not issue a certificate of occupancy for an accessory dwelling unit before the City issues a certificate of occupancy for the primary dwelling.

I. Development Standards. ADUs shall be subject to the fees and charges allowed by the State of California at the time an application for an ADU is submitted to the City. ADUs shall conform to height, setback, site plan review, fees, charges, and other zoning requirements generally applicable to residential construction within the zone in which the ADU is located with the following exceptions:

1. The combined site coverage of the primary dwelling unit and any accessory structures on the parcel are limited to the maximum allowable site coverage in the underlying zone district. An ADU square footage is not included in calculating the maximum allowable site coverage in the underlying zone district. A minimum front yard setback of twenty (20) feet is required unless this setback would prohibit the construction of an ADU of less than 800 square feet on the subject property. When necessary to deviate from the twenty (20) foot front yard setback, the required minimum front yard setback to create an ADU of at least 800 square feet will be established on a case-by-case basis as demonstrated on the proposed ADU site plan. A minimum setback of no more than four (4) feet from the side and rear lot lines shall be required for an ADU.
2. An existing legally authorized accessory structure which does not meet front, rear or side yard setback requirements may be converted to an ADU or reconstructed to the same dimensions as the existing structure and converted to an ADU and would not be considered an expansion of a legal, non-conforming use unless the conversion increases the non-conformity of the structure.

3. For an ADU, off-street parking shall be provided in accordance with the provisions of Municipal Code Section 17.12.070, except that in districts with a minimum lot area of at least 5 acres, parking spaces for the ADU may be surfaced with gravel. One (1) parking space is required per ADU, and the space may be provided through tandem parking. Parking for ADUs is allowed in front, rear and side setback areas. ADUs located: within one-half (½) mile walking distance of a public transportation stop along a prescribed route according to a fixed schedule, or located within one (1) block of a car share parking spot, or located entirely within the primary residence and the ADU does not result in a net increase in habitable floor area on the property, or located in an area where on-street permit parking is required, but such permits are not available to the tenant, or located within a designated historic district, are exempt from providing an additional off-street parking space.
4. All ADUs shall have exterior points of ingress and egress (door).
5. A maximum height of 16 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit.
6. A maximum height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed single family or multifamily dwelling unit that is within one-half of one mile walking distance of a major transit stop or a high-quality transit corridor, as those terms are defined in Section 21155 of the Public Resources Code. An additional two feet in height to accommodate a roof pitch on the accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit is also permitted.
7. A maximum height of 18 feet for a detached accessory dwelling unit on a lot with an existing or proposed multifamily, multistory dwelling.
8. A maximum height of 25 feet or the height limitation in the local zoning ordinance that applies to the primary dwelling, whichever is lower, for an accessory dwelling unit that is attached to a primary dwelling. This clause shall not require a local agency to allow an accessory dwelling unit to exceed two stories.
9. The construction of ADUs units shall comply with City Building Code requirements in effect at the time of construction.
10. Fire sprinklers, however, shall not be required in an ADU or JADU if they are not required in the existing single-family or multifamily dwelling.
11. ADU's and JADU's shall be prohibited if the proposed property is in a designated Very

High Fire Hazard Zone as defined in Government Code Section 51178 unless the property has two separate points of direct access to a highway or other safe egress.

12. The property owner may elect to have a separate electrical and gas service provided to the JADU or ADU. The property owner may elect to have the JADU or ADU served by the existing electrical or gas service and will be required to upgrade any existing service connections as required by the building code or service provider.
13. Any ADU constructed on properties listed in the California Register of Historical Resources shall conform to the City of Oroville Municipal Code Section 17.44.040, Downtown Historic Overlay as necessary to prevent adverse impacts on that property. Any ADU constructed on properties located within the Downtown Historic Overlay abutting a property listed in the California Register of Historical Resources shall conform to the City of Oroville Municipal Code Section 17.44.040, Downtown Historic Overlay as necessary to prevent adverse impacts to the listed property.
14. The total floor area for a detached ADU shall not exceed 1,200 square feet, except that in districts with a minimum lot size of at least 5 acres, the ADU floor area shall not exceed 2,000 square feet.
15. For an attached ADU, total floor space may not exceed one thousand (1,000) square feet. In no instance shall the floor space of an attached ADU be restricted to less than one thousand (1,000) square feet for an attached ADU that provides more than one (1) bedroom or less than eight hundred fifty (850) square feet for an attached ADU that provides one (1) or less bedroom.
16. Notwithstanding any other provision of this section, an attached unit that qualifies as an efficiency unit, as defined in Section 17958.1 of the Health and Safety Code, shall be allowed regardless of the ratio between its floor area and the living area of the existing dwelling unit.
17. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or to a portion of an accessory dwelling unit.

K. Multi-family zoned property. At least one accessory dwelling unit is allowed within an existing multifamily dwelling, and accessory dwelling units up to 25 percent of the existing multifamily dwelling units are allowed by right. Multiple accessory dwelling units may be created within the portions of existing multifamily dwelling structures that

are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings. Up to two accessory dwelling units are allowed on each multi-family zoned property, subject to the height and setback restrictions in this ordinance.

L. Fees. ADUs up to 750 square feet are exempt from impact fees, and ADUs that are 750 square feet or larger may be charged impact fees but only such fees that are proportional in size (by square foot) to those for the primary dwelling unit. The construction of ADUs shall be subject to the payment of all fees applicable to the construction of a single-family dwelling on the same property.

M. Sale of Accessory Dwelling Units. Junior accessory dwelling units may not be sold separate from the primary residence on a legal lot.

N. Sale of Accessory Dwelling Unit by a Qualified nonprofit corporation. The City shall allow an accessory dwelling unit to be sold or conveyed separately from the primary residence to a qualified buyer as set forth in Government Code 65852.26 as amended, at the time an application under that section is submitted to the city. All conditions of Government Code 65852.26 apply, including but not limited to the requirement for separate utilities for the ADU and a 45-year low-income restriction on the JADU or ADU, whichever is proposed.

(1) For purposes of this section, the following definitions apply:

(a) “Qualified buyer” means persons and families of low or moderate income, as that term is defined in Section 50093 of the Health and Safety Code.

(b) “Qualified nonprofit corporation” means a nonprofit corporation organized pursuant to Section 501(c)(3) of the Internal Revenue Code that has received a welfare exemption under Section 214.15 of the Revenue and Taxation Code for properties intended to be sold to low-income families who participate in a special no-interest loan program.

O. Use Restriction.

1. Any single-family zoned property with a primary residence and an ADU constructed after January 1, 2025, shall be occupied by the property owner in either residence on the subject property. “Constructed” shall mean any ADU for which a building permit was applied for after January 1, 2025.

2. Prior to obtaining a building permit for an ADU or JADU, a deed restriction, approved by the City, shall be recorded with the County Recorder's office, which shall include the prohibition on the use of any dwelling on the subject parcel for transient habitation. The deed shall state the ADU or JADU lease agreement shall be for a term equal to or greater than thirty days.
3. The property owner shall provide the city, upon written request, a copy of the rental agreement with the occupant of the ADU or JADU. The ADU or JADU may not be sub-let or rented out to another individual or entity by the occupant.
4. The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the zoning administrator, providing evidence that the ADU or JADU has in fact been eliminated. The City Building Department shall confirm this evidence in writing. The zoning administrator may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the zoning administrator's determination consistent with other provisions of this code. If the ADU or JADU is not entirely physically removed but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this code.
5. The deed restriction is enforceable by the zoning administrator or his/her designee for the benefit of the city. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the city is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

P. Conflicts.

If this ordinance conflicts with State law at the time an ADU or JADU building permit is submitted to the city, the State law shall govern. Where the Zoning Ordinance is silent, State law shall prevail for ADUs and JADUs.

SECTION 4: Environmental Determination.

Zoning Code Amendment ZC23-02 is not subject to the provisions of the California Environmental Quality Act ("CEQA") pursuant to Existing Facilities, Title 14, CCR,

§15301. This ordinance is applicable city-wide to existing residential properties and structures in compliance with State planning law. The additional residential units created through this ordinance are exempt from density restrictions pursuant to Government Code Section 65852.2.

SECTION 5: Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6: Effective Date.

This ordinance shall take effect thirty (30) days after the date of its final adoption. The City Clerk shall certify to adoption thereof and cause its publication according to law.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 19th day of March 2024, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Kayla Reaster, Assistant City Clerk



FEATHER RIVER RECREATION AND PARK DISTRICT

PARK IMPACT FEE NEXUS STUDY

MARCH 2023
FINAL REPORT

PREPARED FOR:

**BOARD OF DIRECTORS
FEATHER RIVER RECREATION AND PARK DISTRICT**

PREPARED BY:



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FEATHER RIVER RECREATION AND PARK DISTRICT

BOARD OF DIRECTORS

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Scott Kent Fowler, Vice-Chair

Clarence Sonny Brandt, Director

Devin Thomas, Director

Greg Passmore, Director

INTERIM GENERAL MANAGER

Victoria Anton Teague

BUSINESS MANAGER

Deborah Peltzer

IMPACT FEE CONSULTANT

Blair Aas, Director of Planning Services

SCI Consulting Group

ACKNOWLEDGMENTS

This Park Impact Fee Nexus Study was prepared by SCI Consulting Group ("SCI") under contract with the Feather River Recreation and Park District. The work was accomplished under the general direction the General Manager for the District.

We want to acknowledge the special efforts made by individuals and organizations to this project:

Shawn Rohrbacker, formerly with Feather River Recreation and Park District
City of Oroville
County of Butte
Land Image Landscape Architects and Planners

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EXECUTIVE SUMMARY

INTRODUCTION

Since 2003, the City of Oroville (“City”) and the County of Butte (“County”), on behalf of the Feather River Recreation and Park District (“District”), have imposed a park impact fee on new residential and nonresidential development within the service area of the District. The purpose of the park impact fee is to fund the one-time cost of expanding the District’s parks and recreational facilities in order to meet the impact of new residential development.

This Park Impact Fee Nexus Study (“Nexus Study”) was prepared pursuant to the “Mitigation Fee Act,” as found in Government Code § 66000 et seq. The purpose of this Nexus Study is to establish the legal and policy basis for the imposition of a new park impact fee program on new residential development. For purposes of this Nexus Study, “parks” shall mean mini-parks, neighborhood parks, and community parks. The term “recreational facilities” shall mean, but not be limited to, playground equipment, fields, courts, shade structures, and restroom buildings.

In order to impose such fees, this Nexus Study will demonstrate that a reasonable relationship or “nexus” exists between new development and the need for additional parks and recreational facilities within the District as a result of new development. More specifically, this Nexus Study will present findings in order to meet the **substantive requirements** of the Act, which are as follows:

- Identify the **purpose** of the fee.
- Identify the **use** to which the fee is to be put. If the use is funding public facilities, the facilities must be identified. Identifying the public facilities may be a broad class of projects¹ or made by reference to a capital improvement plan, made in applicable general or specific plan requirements, or made in other public documents².
- Determine how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed (“**benefit relationship**”).
- Determine how there is a reasonable relationship between the need for parks and recreational facilities and the type of development project on which the fee is imposed (“**impact” or “need” relationship**”).

¹ According to Government Code § 66000(b) and validated by Homebuilders Association of Tulare/Kings Counties, Inc. v. City of Lemoore in 2010.

² According to Gov’t Code Section 66001(a)(2).

- Determine how there is a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed (“**rough proportional relationship**”).

Additionally, the Act specifies that the fee shall not include costs attributable to existing deficiencies in public facilities but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with the general plan.

Since the Act also prohibits development impact fees from funding existing deficiencies in public facilities, the fees must be used to fund only new or expanded parks and recreational facilities that add to the District’s park and recreational service capacity.

The use of fee proceeds for rehabilitating existing parks and recreational facilities is limited in that they may only cover the portion of an improvement that expands service capacity. For example, suppose the District planned to replace a shade structure with an existing park with a significantly larger shade structure. In that case, park impact fee proceeds could fund the portion equal to the percentage increase in the square footage of the larger shade structure or by another reasonable measurement of facility capacity. (See Figure 9 9 for more information.)

METHODOLOGY / APPROACH

To establish the park impact fee program consistent with the **substantive requirements** of the Act, this Nexus Study utilizes a districtwide, per capita standard-based methodology. A standard-based method is the most used method for the calculation of park impact fees. It was also upheld by the Homebuilders Association of Tulare/Kings Counties, Inc. v. City of Lemoore in 2010. Under this method, the cost components are based on the District’s existing level of service (“LOS”) standards and defined on a per capita basis. Total per capita costs are then applied to three residential land uses according to their respective dwelling unit occupancy factor to establish a cost/fee per new dwelling unit.

It is important to note that the level of development in the District does not directly influence the maximum park impact fee determined by this Nexus Study. The park impact fee is determined with an open-end approach based on the District’s level of service standards rather than a definite facility plan and a definite level of future development. Therefore, if the actual level of development is significantly higher or lower rate than projected, no revision of the park impact fee program would be necessary.

The Nexus Study also details the **procedural requirements** for adopting the Nexus Study and updated park impact fee program (“fee program”). Also, the Act contains specific requirements for the **annual administration** of the fee program. These statutory requirements and other important information regarding the imposition and collection of the fee are provided in the last two sections of the Nexus Study.

SUMMARY OF KEY FINDINGS

The following key findings are presented:

1. Park impact fees are needed to ensure that the District can develop park and recreation facilities and improvements needed for the resident and nonresident employee growth created by new development in the communities served by the District.
2. On behalf of the District, the City for the incorporated area of the District, and the County for the unincorporated areas of the District, currently imposes the following park impact fees on new residential development in the District.

FIGURE 1 – CURRENT PARK IMPACT FEE SCHEDULES

Land Use Category	Unit ¹	FRRPD Unincorporated Area Park Impact Fee (2003) ²	FRRPD Incorporated Area Park Impact Fee (2008) ³
Single-Family Detached Housing	DU	\$1,106	\$1,196
Single-Family Attached Housing	DU	\$1,090	\$1,160
Multi-Family Housing	DU	\$870	\$1,063
Mobile Home	DU	\$867	\$793
Accessory Dwelling Unit		----- See Note 4 -----	

Notes:
¹ DU means dwelling unit.
² Current park impact fee imposed by the County on behalf of the District in the unincorporated area of the District.
² Current park impact fee imposed by the City on behalf of the District in the incorporated area of the District.
⁴ Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

3. According to the County General Plan, the City General Plan, and the District's Master Plan, the goal is to provide 5.0 acres of neighborhood parks and community for every 1,000 residents.
4. Based on the District's current population and park acres, the District's existing level of service is 2.91 acres of developed parks for every 1,000 residents.
5. Consistent with the Act's nexus requirements, this Nexus Study demonstrates a reasonable relationship between new development, the amount of the proposed fee, and parks and recreational facilities funded by the fee.
6. The District may approve, and the City and County may adopt the fees in Figure 2 at or below the maximum levels determined by this Nexus Study. If the District and the City or the County choose to adopt lower fees, the adopted fee for each land use category must be reduced by the same percentage.

FIGURE 2 – MAXIMUM DISTRICTWIDE PARK IMPACT FEE SCHEDULE

Land Use Category	Unit ¹	Maximum Park Impact Fee ²
Single-Family Housing	DU	\$5,486
Multi-Family Housing	DU	\$4,615
Mobile Homes	DU	\$4,672
Accessory Dwelling Unit	See Note 3	

Notes:

¹ DU means dwelling unit.

² See Figure 8.

³ Pursuant to Govt. Code § 65852.2(t)(3)(A), the park impact fee for an accessory dwelling unit shall be imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

SUMMARY OF KEY RECOMMENDATIONS

Based on the findings presented in the Nexus Study, the following key recommendations are presented:

1. The park impact fee should be adopted in accordance with Government Code Sections 66016, 66017, and 66018.
2. The District and the County should comply with the annual reporting requirements under Government Code § 66006(b).
3. Following the fifth fiscal year after the first deposit of fee revenue and every five years thereafter, District and the County should comply with the reporting requirements under Government Code § 66001(d).
4. The cost estimates presented in this Nexus Study are in January 2023 dollars. The park impact fee should be adjusted automatically without further action by the District Board, the City Council, or the County Board of Supervisors on the first day of each fiscal year by the net percentage change during the preceding calendar in the Engineering News-Record Construction Cost Index or its successor publication.
5. This Nexus Study and fee program must be updated at least every eight years. The next Nexus Study update is due no later than January 1, 2031.
6. A fee credit must be given for demolished existing dwelling units as part of a new development project to comply with the Act and recent court decisions.

EXISTING PARK AND LEVEL OF SERVICE STANDARDS

This Nexus Study utilizes a per capita-standard-based methodology to determine the park impact fee because the need for and demand for park and recreational services is driven by its service population. Using this open-ended approach, park and recreational facility costs are reduced to a cost per capita based on the District’s existing LOS standards for such facilities. This section first determines the District’s LOS standard for park and recreational facilities. Then, the per capita cost for park and recreational facilities for the District is established based on their respective LOS standard and the estimated parkland acquisition and development cost per acre.

CURRENT AND PROJECTED DISTRICT POPULATION

Figure 3 presents the District’s current and projected population through 2040 for the census-designated places that generally cover the boundaries of the District.³ The District’s current population was determined using the U.S. Census Bureau’s 2020 American Community Survey 5-Year Estimate. The District’s 2040 population was projected based on the District’s historical annual growth rate of 1.10% or about 175 to 200 housing units per year.

As shown below, it is estimated that the District’s population, as of January 2023, is approximately 9,470. It is projected that the District will grow by 9,470 residents to a household population of 52,976 by 2040.

FIGURE 3 – CURRENT AND PROJECTED DISTRICT POPULATION

Population Projection	2023	2025	2030	2035	2040	Growth 2023 thru 2040
Feather River RPD	43,506	44,469	46,969	49,610	52,976	9,470

Source: 2020 U.S. Census ACS-5-Year Estimate

Certainly, arguments can be made for higher or lower population growth. However, the projected population growth and fee revenue are merely estimates for planning purposes. The maximum park impact fee determined by this Nexus Study does not depend upon the timing and level of development.

³ The District’s boundaries include the City of Oroville and the census-designated places of Palermo, South Oroville, Thermalito, Bangor, Berry Creek, Cherokee, Clipper Mills, Forbestown, Honcut, and Rackerby.

LEVEL OF SERVICE STANDARDS

Figure 3 below summarizes the District’s existing and master plan level of service standards for developed neighborhood and community parks.

FIGURE 3 – LEVEL OF SERVICE STANDARDS

Type of Park	Existing District Facilities	Level of Service ("LOS") Standard per 1,000 residents		
		District Master Plan	Existing	Nexus Study
	<u>Acres</u>	<u>(Acres per 1,000 Residents)</u>		
Neighborhood Parks	24.85	2.00	0.58	0.58
Community Parks	101.64	3.00	2.36	2.36
Total	126.49	5.00	2.94	2.94

Source: Feather River Recreation and Park District

DISTRICT PARK INVENTORY

According to the District’s Master Plan, neighborhood parks typically range from 5 to 10 acres and have a service area of ½ mile. They provide a common outdoor space for neighbors to socialize, play and exercise, observe nature, participate in sports, take a leisurely stroll, or even a nap. Parks may be developed for active and passive recreation activities that accommodate a wide variety of users. They are often considered the heart of the neighborhood. Community parks typically range from 10 to 100 acres and have a service area of 1.5 miles. Community parks have larger recreational facilities intended to serve broad base community-wide needs. Their focus is meeting the recreational needs of several neighborhoods and large sections of the community. They allow for large group activities and offer recreational opportunities not available at neighborhood parks. Community parks are often developed for both passive and active recreational activities.

The District has six developed neighborhood or rural parks and four developed community parks totaling 126.49 acres, or 2.91 acres for every 1,000 residents. However, the District’s Master Plan standard for developed parks is 5.0 acres per 1,000 residents. Therefore, to accommodate the anticipated population growth of 52,976 new residents by 2040, an additional 27.56 acres of developed park area will be required to maintain its existing level of service, and 61.12 additional acres are needed to achieve the 5 acres per 1,000 resident standard.

To achieve their adopted Master Plan goal, the District will need to fund existing development share of needed parks and any other improvements not identified with other funding sources. Other potential sources of funds include, but are not limited to, a general obligation bond measure, state and federal grants, the District's general fund, and existing or new special tax and assessment proceeds, if allowable.

PER CAPITA COST COMPONENTS

The Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of park and recreational facilities attributable to the new development on which the fee is imposed. This section presents the calculation of the total cost per capita for developed parks based on the District’s existing level of service for such facilities.

PARKLAND ACQUISITION COST PER CAPITA

Figure 4 below calculates the per capita cost of acquiring new parkland for new parks in the District. As presented, the 2.91 acres per 1,000 population existing standard is multiplied by the estimated average land acquisition cost of \$138,000 per acre to arrive at a per capita cost.

FIGURE 4 – PARKLAND ACQUISITION COST PER CAPITA

Cost Component	Acres per 1,000 Population ¹	Acres per Capita ¹	Average Land Acquisition Cost per Acre ²	Cost per Capita
Calc	a	b = a / 1,000	c	d = b * c
Neighborhood Parks	0.57	0.00057	\$138,000	\$78.66
Community Parks	2.34	0.00234	\$138,000	\$322.92
Total District	2.91	0.00291	\$138,000	\$401.58

Source: Feather River Recreation and Park District

Notes:

¹ Based on District’s existing level of service. See Figure 3.

² Based on \$121,000 per acre from City of Oroville Development Impact Fee Update Study, December 2020 and adjusted the 14% change in the median home price in Oroville since December 2022.

PARK DEVELOPMENT COST PER CAPITA

Figure 5 below calculates the per capita cost of developing new parks in the District. As presented, the 2.91 acres per 1,000 population existing standard is multiplied by the estimated average per acre cost for park development to arrive at a per capita cost. The average park development cost per acre represents the weighted average construction cost per acre (in 2023 dollars) for neighborhood and community parks. Besides those listed for typical parks in Appendix A, other facilities, such as aquatic and community use facilities, are excluded.

FIGURE 5 – PARK DEVELOPMENT COST PER CAPITA

Cost Component	Acres per 1,000	Acres per	Average	Cost per
	Population ¹	Capita ¹	Development	Capita
Calc	a	b = a / 1,000	c	d = b * c
Neighborhood Parks	0.58	0.00058	\$483,000	\$280.14
Community Parks	2.36	0.00236	\$488,000	\$1,151.68
Total District	2.94	0.00294	\$487,000	\$1,431.82

Source: Feather River Recreation and Park District

Notes:

¹ Based on District's existing level of service. See Figure 3.

² See Appendix A. Weighted based on existing level of service. Rounded to the nearest thousand.

DETERMINATION OF THE PARK IMPACT FEE

This section presents the calculation of the total cost per capita for parks and recreational facilities. The total cost per capita for each is then applied to four residential land use categories in proportion to the demand they create as measured by their respective dwelling unit occupancy factor.

PARK IMPACT FEE COST COMPONENTS

The figure below summarizes the per capita cost components from the previous section and includes an additional four percent for the park impact fee program administration. The fee program administrative cost component is designed to recover the cost collection, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act. As shown, the total per capita cost is \$1,891.56.

FIGURE 6 – PARK IMPACT FEE COST COMPONENTS

Cost Component	Per Capita Cost
Parkland Acquisition ¹	\$401.58
Park Development ²	\$1,417.23
Fee Program Administration (4%) ³	\$72.75
Total Cost per Capita	\$1,891.56

Notes:

¹ See Figure 4.

² See Figure 5.

³ Collection, accounting, documentation, annual reporting requirements, five-year report requirements, periodic Nexus Study updates and other costs reasonably related to compliance with the Act.

LAND USE CATEGORIES

The Act requires that development impact fees be determined in a way that ensures a reasonable relationship between the amount of the fee and the cost of the facilities or portion of the facilities attributable to the development on which the fee is imposed. Since the demand for / need for park and recreational services is inherently driven by service population and different residential land uses, have varying household occupancies, the park impact fee is expressed on a per dwelling unit basis based on their respective dwelling unit occupancy factor for three residential land uses.

This Nexus Study also incorporates adding another residential unit to a single-family parcel as a fourth category labeled “Accessory Dwelling Unit.” For the purpose of this fee program, a “dwelling unit” means one or more rooms in a building or structure, or portion thereof, designed exclusively for residential occupancy by one or more persons for living or sleeping purposes and having kitchen and bath facilities.

The four land use categories are as follows:

- **“Single-Family Housing”** means detached or attached one-family dwelling units.
- **“Multi-Family Housing”** means buildings or structures designed for two or more families for living or sleeping purposes and having kitchen and bath facilities for each family.
- **“Mobile Home”** means a development area for residential occupancy in vehicles that require a permit to be moved on a highway, other than a motor vehicle designed or used for human habitation and for being drawn by another vehicle.
- **“Accessory Dwelling Unit”** means a dwelling unit, or “granny flat,” either a detached or attached dwelling unit, which provides complete, independent living facilities for one or more persons with provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the primary residence.

DWELLING UNIT OCCUPANCY FACTOR

Figure 7 below presents the calculation of the dwelling unit occupancy factor for the three residential land uses. The calculation is based on information from the *American Community Survey 5-Year Estimate* from the 2020 U.S. Census for the City of Oroville and the census-designated places of Palermo, South Oroville, Thermalito, Bangor, Berry Creek, Oroville East, Cherokee, Clipper Mills, Forbestown, Honcut, and Rackerby, which are found to represent the District's boundaries.

FIGURE 7 – DWELLING UNIT OCCUPANCY FACTOR

Land Use Categories	Occupied	Total Number	Dwelling Unit
	Dwelling Units	of Occupants	Occupancy
Calc	a	b	c = a / b
Single-Family Housing	10,833	31,401	2.90
Multi-Family Housing	2,257	5,515	2.44
Mobile Homes	2,476	6,117	2.47
Average (2020 Census)	15,566	43,033	2.76

Source: 2020 U.S. Census, ACS 5-Year Estimate for the City of Oroville and the census-designated places of Palermo, South Oroville, Thermalito, Bangor, Berry Creek, Oroville East, Cherokee, Clipper Mills, Forbestown, Honcut, and Rackerby.

PARK IMPACT FEE DETERMINATION

Figure 8 below presents the calculation of the maximum park impact fee. As shown, the per dwelling unit fees for three residential land uses are determined by multiplying the total cost per capita by their respective dwelling unit occupancy factor.

Pursuant to 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit of 750 square feet or more must be charged proportionately in relation to the square footage of the primary dwelling unit. For example, the calculation of the maximum park impact fee for constructing a 750 square-foot accessory dwelling unit on a single-family parcel with a 2,250 square-foot single-family home would be $(750 / 2,250) * \$5,486 = \$1,828$. The construction of ADUs less than 750 square feet is exempt from the park impact fee.

The District may approve, and the City and County may adopt fees lower than the maximum justified amounts shown below, provided they are reduced by the same percentage for each land use category.

FIGURE 8 – MAXIMUM DISTRICTWIDE PARK IMPACT FEE SCHEDULE

Land Use Category	Unit	Total Cost Per Capita ¹	Dwelling Unit Occupancy Factor ²	Maximum Districtwide Park Impact Fee
Calc		a	b	c = a * b
Single-Family Housing	DU	\$1,891.56	2.90	\$5,486
Multi-Family Housing	DU	\$1,891.56	2.44	\$4,615
Mobile Homes	DU	\$1,891.56	2.47	\$4,672
Accessory Dwelling Unit				See Note 3

Notes:

¹ See Figure 6.

² See Figure 7.

³ Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

FIGURE 9 – PARK IMPACT FEE BY COST COMPONENTS

Land Use Category	Unit	Cost Components			District Park Impact Fee
		Parkland Acquisition	Park Development	Fee Program Admin.	
Calc		a	b	c	g = a + b + c
Single-Family Housing	DU	\$1,165	\$4,110	\$211	\$5,486
Multi-Family Housing	DU	\$980	\$3,458	\$178	\$4,615
Mobile Homes ¹	DU	\$992	\$3,501	\$180	\$4,672
Accessory Dwelling Unit					Note 1

Notes:

¹ Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than

NEXUS FINDINGS FOR PARK IMPACT FEE

This section summarizes the nexus findings required to demonstrate the legal justification of the park impact fee.

PURPOSE OF THE FEE

The purpose of the park impact fee is to fund new or expanded parks and recreational facilities to meet the new resident population's needs generated by new residential development in the District.

USE OF FEE REVENUE

Park impact fee revenue will be used to fund new or expanded parks and recreational facilities to serve new development. A summary of the allowable and prohibited uses of the fee revenue is provided in Figure 9 below.

FIGURE 10 – SUMMARY OF ALLOWABLE AND PROHIBITED USES OF FEE REVENUE

<u><i>Allowable Uses</i></u>	<u><i>Prohibited Uses</i></u>
<ul style="list-style-type: none"> ▪ <i>The cost of new or expanded parkland, parks, and recreational facilities (100%)</i> ▪ <i>The cost of new recreational facilities in <u>existing</u> parks that expand service capacity (100%)</i> ▪ <i>Park and recreational facility costs already incurred that provide growth-related capacity (100%)</i> ▪ <i>The proportional cost of park and recreational facility renovation projects that expand service capacity</i> ▪ <i>Collection, accounting, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act.</i> 	<ul style="list-style-type: none"> ▪ <i>Existing deficiencies, such as renovation or replacement of existing recreational facilities that do not expand service capacity</i> ▪ <i>Construction of community use facilities, swimming pools, and purchase or lease of vehicles.</i> ▪ <i>Operational, maintenance, or repair costs</i>

BENEFIT RELATIONSHIP

The fee will be collected as development occurs. Fee revenue will be used to fund new and expanded parks and recreational facilities to meet the additional demand generated by the new residents created by new development projects. Fee revenue will be deposited into a separate park impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds. The fee revenue will be restricted to the uses described in the "Use of Fee Revenue" finding. Additionally, the Act ensures that fees are either expended expeditiously or refunded. These actions ensure that a development project paying the park impact fee will benefit from its use.

IMPACT OR NEED RELATIONSHIP

Since the need for park and recreational services is inherently population-driven, new residential development in the District will generate the need for additional park and recreational services and the corresponding need for various facilities. The need is measured in proportion to the dwelling unit occupancy factor for three residential land use categories. The District's existing standard is 2.91 improved park acres for every 1,000 residents. The fees' use (funding new or expanded park and recreational facilities) is therefore reasonably related to the type of project (new residential development) upon which it is imposed.

ROUGH PROPORTIONALITY

The park and recreational facilities needed to serve a unit of development are based on the District's existing level of service standards for such facilities. The cost of new and expanded park and recreational facilities and fee program administrative costs are defined on a cost-per-capita basis. These per capita costs are then applied to three residential land use categories based on their respective dwelling unit occupancy factor.

The use of average dwelling unit occupancy for three residential land use categories to determine the park impact fee schedule achieves proportionality across the types of development on which the fee is imposed. Generally, a single-family home will generate more persons than a multi-family unit and, as a result, will pay a higher park impact fee. Thus, the park impact fee schedule's application to a specific project ensures a reasonable relationship between the fee and park and recreational facilities cost attributable to that residential development project.

PROJECTED PARK IMPACT FEE REVENUE

Figure 10 projects park impact fee revenue through 2040. Total fee revenue (in 2023 dollars) is estimated by multiplying the total cost per capita by the projected resident population growth for the period. As shown, it is projected that the District may generate approximately \$17.9 million by 2040. Indeed, arguments can be made for higher or lower population growth. However, the projected population growth and fee revenue are merely estimates for planning purposes. The maximum fee amounts do not depend upon the timing and level of development.

FIGURE 11 – PROJECTED PARK IMPACT FEE REVENUE

Land Use Category	Cost per	Projected	Projected Park
	Capita ¹	Resident	Impact Fee
	Calc	Growth (2040) ²	Revenue (2023\$)
	a	b	c = a * b
Residential Development	\$1,891.56	9,470	\$17,913,073

Notes:

¹ See Figure 3

² See Figure 6

The fee revenue must be deposited into a separate park impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds. The fee revenue will be restricted to funding new or expanded parks and recreational facilities to serve new residential development. Additionally, fee revenue will be used to cover fee program administration costs such as collection, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act.

The fee revenue will be restricted to funding new or expanded parks and recreational facilities that add to the District's park and recreational service capacity. Additionally, the use of fee proceeds for rehabilitating existing parks and recreational facilities is limited in that they may only cover the portion of an improvement that expands service capacity. For example, suppose the District planned to replace a shade structure within an existing park with a significantly larger shade structure. In that case, park impact fee proceeds could fund the portion equal to the percentage increase in the square footage of the larger shade structure or by another reasonable capacity measurement. Fee revenue may not fund 1) the renovation or replacement of existing facilities and 2) operational, maintenance, or repair costs.

COMPARISON OF CURRENT AND MAXIMUM PARK IMPACT FEES

The figure below compares the District’s current park impact fee schedules with the maximum park impact fee schedule justified by this Nexus Study.

**FIGURE 12 – CURRENT AND MAXIMUM INCORPORATED AREA DISTRICT PARK IMPACT FEES
(CITY OF OROVILLE)**

Land Use Category	Unit ¹	FRRPD Incorporated Area Park Impact Fee (2008) ²	Maximum Districtwide Park Impact Fee	\$ Change	% Change
	Calc	a	b	c = a - b	d = c / a
Single-Family Housing	DU	\$1,196	\$5,486	\$4,290	358.7%
Multi-Family Housing	DU	\$1,063	\$4,615	\$3,552	334.1%
Mobile Homes	DU	\$793	\$4,672	\$3,879	489.2%
Accessory Dwelling Unit		----- See Note 3 -----			

Notes:

¹ DU means dwelling unit

² From Interim Development Impact Fee Calculation and Nexus Report, December 2008.

³ Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

**FIGURE 13 – CURRENT AND MAXIMUM UNINCORPORATED AREA PARK IMPACT FEES
(COUNTY OF BUTTE)**

Land Use Category	Unit ¹	Current FRRPD Unincorporated Area Park Impact Fee (2003) ²	Maximum Districtwide Park Impact Fee (2023)	\$ Change	% Change
		a	b		
Single-Family Housing	DU	\$1,106	\$5,486	\$4,380	396.0%
Multi-Family Housing	DU	\$870	\$4,615	\$3,745	430.5%
Mobile Homes	DU	\$867	\$4,672	\$3,805	438.9%
Accessory Dwelling Unit			----- See Note 3 -----		

Notes:

¹ DU means dwelling unit

² From Feather River Recreation and Park District Development Impact Fee Calculation Report, May 2003

³ Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

FEE PROGRAM ADOPTION REQUIREMENTS

The following is a summary of the statutory procedural requirements for approval of the Nexus Study and proposed park impact fee program ("fee program") by the District Board of Directors and adoption by the City Council on behalf of the District. The specific statutory procedural requirements for adopting the fee program may be found in the California Government Code Sections 66016, 66017, and 66018, City Municipal Code 3.32.115, and County Municipal Code Chapter 16, Article 6.

It is recommended that the notice and hearing requirements be satisfied by the District, the City, and the County.

FEATHER RIVER RECREATION AND PARK DISTRICT

1. The District Board of Directors shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the proposed fee program.
2. At least 30 days before the meeting, the District shall mail a notice of the meeting to any interested party who filed a written request for notice of the adoption of new or increased fees.
3. At least 30 days before the meeting, the District shall make the Nexus Study available to the public for review.
4. At least 30 days before the public hearing, a notice of the meeting's time and place shall be published twice in a newspaper of general circulation, with at least five days intervening between the first and last publication dates, not counting such publication dates.
5. After the public hearing, the District Board shall adopt a resolution approving the Nexus Study and proposed fee program to recommend that the City Council and the County Board of Supervisors adopt the proposed fee program on behalf of the District.

CITY OF OROVILLE

1. The City Council shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 30 days before the meeting, the City shall mail out a meeting notice to any interested party who filed a written request for notification of the adoption of new or increased fees.

3. The Nexus Study shall be adopted at a public hearing with at least 30 days' notice, and the local agency shall notify any member of the public that requests notice of intent to begin an impact fee nexus study of the date of the hearing.
4. At least 30 days before the meeting, the City shall make the Nexus Study available for public review.
5. At least 30 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation, with at least five days intervening between the dates of the first and last publication, not counting such publication dates.
6. After the public hearing, the City Council shall adopt an ordinance and resolution establishing the proposed fee program on behalf of the District.
7. The fee shall become effective 60 days after the adoption of the resolution or longer as specified by the resolution.

COUNTY OF BUTTE

1. The County Board of Supervisors ("County Board") shall conduct at least "one open and public meeting" as part of a regularly scheduled meeting on the requested fee program.
2. At least 30 days before the meeting, the County shall mail out a meeting notice to any interested party who filed a written request for notification of the adoption of new or increased fees.
3. At least 30 days before the meeting, the County shall make the Nexus Study available for public review.
4. At least 30 days before the public hearing, a notice of the time and place of the meeting shall be published twice in a newspaper of general circulation, with at least five days intervening between the dates of the first and last publication, not counting such publication dates.
5. After the public hearing, the County Board shall adopt an ordinance and resolution establishing the proposed fee program on behalf of the District.
6. The fee shall become effective 60 days after the adoption of the resolution or longer as specified by the resolution.

FEE PROGRAM ADMINISTRATION REQUIREMENTS

This section summarizes the statutory requirements and general recommendations for the annual administration of the park impact fee program. The specific statutory provisions for administering the fee program may be found in the Mitigation Fee Act (California Govt. Code § 66000 et seq.).

ACCOUNTING REQUIREMENTS

The new park impact fees should be expended solely for the purpose for which they were collected. Proceeds from the park impact fee should be deposited into a new separate fund or account to avoid commingling fees with other revenue. Any interest earned by such account should be deposited in that account and expended solely for the purpose for which originally collected.

REPORTING REQUIREMENTS

The following information, entitled "*Annual Report*," must be made available to the public within 180 days after the last day of each fiscal year:

- a brief description of the type of fee in the account;
- the amount of the fee;
- the beginning and ending balance of the account;
- the fees collected that year and the interest earned;
- an identification of each public improvement for which the fees were expended and the amount of the expenditures for each improvement;
- an identification of an approximate date by which development of the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing of an incomplete public improvement;
- a description of each inter-fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, the date on which any loan will be repaid, and the rate of interest to be returned to the account; and
- the amount of money refunded under section Govt. Code § 66001.

The District shall review the Annual Report at the next regularly scheduled public meeting, not less than 15 days after the Annual Report is made available to the public. Notice of the time and place of the meeting, including the address where this information may be reviewed, shall be mailed, at least 15 days prior to the meeting, to any interested party who files a written request with the District for mailed notice of the meeting. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The District Board may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.

For the fifth fiscal year following the first receipt of any park impact fee proceeds and every five years thereafter, the District must comply with Government Code Section 66001(d)(1) by affirmatively demonstrating that the District still needs unexpended park impact fees to achieve the purpose for which it was originally imposed and that the District has a plan on how to use the unexpended balance to achieve that purpose. Specifically, the District shall make the following findings, entitled "*Five-Year Findings Report*," with respect to that portion of the account or fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and the purpose for which it is charged;
- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

The refund of all or any part of such unexpended or unappropriated fee revenue, together with any actual interest accrued thereon, in the manner described in Government Code § 66001 (e) of the, to the current record owner of any property for which a fee was paid; provided that if the administrative costs of refunding such fee revenue exceed the amount to be refunded.

TRANSPARENCY REQUIREMENTS

The District must clearly post the following information on the District's website regarding the fee program. Information updates must be made within 30 days of any change.

- The current fee schedules indicating the effective date when approved by the City Council and the County Board of Supervisors.
- Current and five previous annual reports required according to Government Code Section 66006 (b).
- Current and any previous park impact fee nexus studies conducted after January 1, 2018.

AUTOMATIC ANNUAL INFLATIONARY ADJUSTMENT

All costs and the associated park impact fees determined by this Nexus Study are in January 2023 dollars. The park impact fee should be adjusted automatically without further action by the District Board, the City Council, or the County Board of Supervisors on the first day of each fiscal year by the net percentage change during the preceding calendar in the San Francisco Bay Area Engineering News-Record Construction Cost Index or its successor publication.

FEE EXEMPTIONS

The following are exempted from payment of the fee:

- Construction of a structure owned by a governmental agency.
- Construction of an accessory dwelling unit less than 750 square feet.
- Any replacement or reconstruction of an existing dwelling unit.

NEXUS STUDY UPDATES

This Nexus Study and fee program must be updated at least every eight years. The next Nexus Study update is due no later than January 1, 2031.

APPENDICES

Appendix A – Cost Estimates for Parks and Recreational Facilities

Appendix B – Inventory of District Park Facilities

Appendix C – Combined City (2020) and District Park Impact Fees

APPENDIX A – COST ESTIMATES FOR PARK AND RECREATION FACILITIES

FIGURE 14 – TYPICAL 5-ACRE NEIGHBORHOOD PARK CONSTRUCTION COSTS

Item	Units		Unit Cost	2023 \$
	Calc	a	b	c = a * b
Basic Park Development		5 acre	\$337,000	\$1,685,000
Parking Lots		20 stall	\$5,000	\$100,000
Soccer Field		1 each	\$19,000	\$19,000
Playground Equipment - Large		1 each	\$443,000	\$443,000
Basketball Court (1/2 Court)		1 each	\$57,000	\$57,000
Shade Structure - Large (50 people)		1 each	\$113,000	\$113,000
Total Project Cost				<u>\$2,417,000</u>
Cost Per Acre (rounded)				\$483,000

Source: Feather River RPD and SCI Consulting Group

FIGURE 15 – TYPICAL 20-ACRE COMMUNITY PARK CONSTRUCTION COSTS

Item	Units		Unit Cost	2023 \$
	Calc	a	b	c = a * b
Basic Park Development		20 acre	\$266,000	\$5,320,000
Playground Equipment - Small		2 each	\$225,000	\$450,000
Playground Equipment - Large		1 each	\$443,000	\$443,000
Soccer Field		2 each	\$19,000	\$38,000
Youth Baseball / Softball Fields		3 each	\$77,000	\$231,000
Tennis Court with Fence (Set of 2)		4 each	\$124,000	\$496,000
Sports Lighting		1 each	\$50,000	\$50,000
Basketball Court (1/2 Court)		3 each	\$57,000	\$171,000
Shade Structure - Large (50 people)		2 each	\$114,000	\$228,000
Shade Structure - Small (25 people)		2 each	\$58,000	\$116,000
Restroom Building		4 each	\$366,000	\$1,464,000
Parking Lots		150 stall	\$5,000	\$750,000
Total Project Cost				<u>\$9,757,000</u>
Cost Per Acre (rounded)				\$488,000

Source: Feather River RPD and SCI Consulting Group

APPENDIX B – DISTRICT PARK INVENTORY

FIGURE 16 – DISTRICT PARK INVENTORY

Name of Park / Area	Type of Park	Total Acres	Developed	Unimproved
			Acres	Acres
Nelson Park and Pool	Community	29.60	29.60	0.00
Riverbend Park	Community	55.99	55.99	0.00
Gary Nolan Sports Complex	Community	13.00	13.00	0.00
Playtown Park	Neighborhood	2.80	2.80	0.00
Martin Luther King Jr. Park	Neighborhood	5.58	5.58	0.00
Palermo Park and Pool	Neighborhood	4.02	4.02	0.00
Forbestown Park	Neighborhood	3.10	3.10	0.00
Wyandotte Park	Neighborhood	2.60	2.60	0.00
Bangor Park	Neighborhood	6.75	6.75	0.00
Bedrock Skate and Bike Park	Special Purpose	0.75	0.75	0.00
Bedrock Tennis Courts	Special Purpose	2.30	2.30	0.00
District Parks		126.49	126.49	0.00
City Parks ¹		36.79	26.07	10.72
Total Parks		163.28	152.56	10.72

Source: Feather River Recreation and Park District; City of Oroville

Notes:

¹ City park inventory.

APPENDIX C – COMBINED CITY (2020) AND DISTRICT PARK IMPACT FEES

FIGURE 17 – COMBINED CITY (2020) AND DISTRICT PARK IMPACT FEES

Land Use Category	Unit	District Park Impact Fee Cost Components			City Park Impact Fee Cost Components			District Park Impact Fee	City Park Impact Fee	Combined Park Impact Fee
		Parkland Acquisition	Park Development	Fee Program Admin.	Parkland Acquisition (Non-Quimby)	Recreational Buildings and Park Development	Fee Program Admin.			
	Calc	a	b	c	d	e	f	g = a + b + c	h = d + e + f	i = g + h
Single-Family Housing	DU	\$1,165	\$4,110	\$211	\$472	\$2,780	\$97	\$5,486	\$3,349	\$8,835
Multi-Family Housing	DU	\$980	\$3,458	\$178	\$380	\$2,239	\$78	\$4,615	\$2,697	\$7,312
Mobile Homes ¹	DU	\$992	\$3,501	\$180				\$4,672		\$4,672
Accessory Dwelling Unit								----- See Note 2 -----		

Notes:

¹ Assumes new mobile homes are classified as single-family housing.

² Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

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Park Impact Fee Program Update

BLAIR AAS | SCI CONSULTING GROUP



About the FRRPD Park Impact Fee Program

- First established in 2003
- Imposed by City and County on behalf of the District
- The unincorporated area fee hasn't been adjusted for inflation since 2003.
- The incorporated area fee was adjusted in 2008.
- The Nexus Study establishes legal and policy basis for imposing the new park impact fee program

Methodology and Approach



Districtwide Nexus Study



Per-Capita Standard Based Methodology

Existing Level of Service Standard
(2.94 acres per 1,000 residents)

Open-Ended



Fee Cost Components

Parkland Acquisition
(\$138,000 per acre)

New or Expanded Parks and Recreational Facilities
(\$487,000 per acre)

Fee Program Administration
(4%)



Current Resident Population

43,506



Dwelling Unit Occupancy Factor

2.90 persons per home
2.44 persons per unit
2.47 per mobile home

Park Impact Fee Program

Incorporated Area

Land Use Category	Unit	Current FRRPD		\$ Change	% Change
		Incorporated Area Park Impact Fee (2008)	Maximum Districtwide Park Impact Fee		
	Calc	a	b	c = a - b	d = c / a
Single-Family Housing	DU	\$1,196	\$5,486	\$4,290	358.7%
Multi-Family Housing	DU	\$1,063	\$4,615	\$3,552	334.1%
Mobile Homes	DU	\$793	\$4,672	\$3,879	489.2%
Accessory Dwelling Unit			----- See Note 1 -----		

Notes:

¹ The park impact fee for an accessory dwelling unit shall be imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

Park Impact Fee Phasing Plan

Incorporated Area

Land Use Category	Unit ¹	Current FRRPD Incorporated Area Park Impact Fee		Effective July 1, 2024	Effective July 1, 2025 ⁴	Effective July 1, 2026 ⁴	Effective July 1, 2027 ⁴	Effective July 1, 2028 ⁴	Effective July 1, 2029 ⁴	Effective July 1, 2030 ⁴	Effective July 1, 2031 ⁴	
		(2008) ²	Maximum Districtwide Park Impact Fee 2023 ³									
<u>Eight-Year Plan</u>												
Single-Family Housing	DU	\$1,196	\$5,486	\$1,732	\$2,314	\$2,907	\$3,512	\$4,129	\$4,759	\$5,401	\$6,056	
Multi-Family Housing	DU	\$1,063	\$4,615	\$1,507	\$1,990	\$2,483	\$2,985	\$3,498	\$4,021	\$4,554	\$5,098	
Mobile Homes	DU	\$793	\$4,672	\$1,278	\$1,798	\$2,329	\$2,870	\$3,422	\$3,985	\$4,559	\$5,145	

Notes:

¹ DU means dwelling unit

² From Interim Development Impact Fee Calculation and Nexus Report, December 2008.

³ Maximum park impact fees justified by the District's Park Impact Fee Nexus Study Final Report v1.2 dated March 2023.

⁴ Includes a conservative 2% adjustment for inflation.

⁵ Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall be imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.

Accounting Requirements

- Fee proceeds must be deposited into a separate fund or account so that there will be no commingling of fees with other revenues
- Fee proceeds must be expended solely for the purpose for which there were collected
- Fee proceeds must be expended on park and recreational facilities that expand the District's service capacity.



Uses of Fee Revenue

ALLOWABLE USES

- The cost of new or expanded parks and recreational facilities (100%)
- Parkland acquisition costs (100%)
- The cost of new recreational facilities in existing parks that expand service capacity (100%)
- Park and recreational facility costs already incurred that provide growth-related capacity (100%)
- The proportional cost of park and recreational facility renovation projects that expand service capacity
- Collection, accounting, documentation, annual reporting requirements, five-year report requirements, periodic nexus studies, and other costs reasonably related to compliance with the Act.

PROHIBITED USES

- Existing deficiencies, such as renovation or replacement of existing recreational facilities that do not expand service capacity
- Aquatic facilities, community use facilities, or purchase or lease of vehicles.
- Operational, maintenance, or repair costs



Reporting Requirements



Annual Report

Must be made available to the public with 180 days after the last day of each fiscal year



Five-Year Findings Report

For the fifth year following the first receipt of fee proceeds, and every five years thereafter, in conjunction with Annual Report



Reports prepared by District; approved by District Board; filed with City



Questions?

Chris Wagoner
General Manager

Deborah Peltzer
Business Manager

Blair Aas
Impact Fee Consultant



Proposed Amendments

3.32.115 Feather River Recreation and Park District fees.

A. The City of Oroville (the “city”) shall not issue a building permit for a residential unit absent receipt by the city of written certification from the Feather River Recreation and Park District (the “district”) to the building permit applicant that the building permit applicant has paid district the residential unit impact fees adopted by resolution of the Council.

~~by the board of directors of the district, except that such fees shall not exceed the following amounts as indicated in the Supplemental Development Impact Fee Calculation and Nexus Report prepared by SCI Consulting Group:~~

Single family detached	See Master Fee Schedule
Single family attached	See Master Fee Schedule
Multiple family	See Master Fee Schedule
Mobile home	See Master Fee Schedule

B. Any amendment to the above fee schedule shall not be applicable within the city without an amendment to this section.

~~C.—The fees set forth above shall be subject to annual adjustments in park development costs based on current dollars, as reflected in the Engineering News Record Construction Cost Index for San Francisco (“ENR CCI”). Net change in such costs shall be measured from a base date of April 15, 2009.~~

D. This section shall not apply to any building permit applications for properties located outside the boundaries of the district.

E. The city council may waive the requirement that the city receive written certification from the district upon making findings based upon substantial evidence that: (1) the required fee has been paid; and (2) the district failed to provide the certification of payment to the applicant within five business days of receipt of the payment. In addition, no certification shall be required if the city council makes findings based on substantial evidence that the board of directors of the district has either not adopted or eliminated entirely the residential unit impact fees.

F. The property known as “Oro Bay” (the “Oro Bay Property”) shall be exempt from the fee schedule set forth in this section, including any increases in said fee schedule. The Oro Bay Property consists of the real property subject to the Oro Bay Specific Plan, as approved by the city pursuant to Resolution 7138.

G. This section shall be repealed if the district increases its residential impact fees application to city building permits without the prior amendment of this section. (Ord. 1812 §§ 1—7, 2016)

**OROVILLE CITY COUNCIL
RESOLUTION NO. XXXX**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING THE FEATHER RIVER
RECREATION AND PARK DISTRICT PARK IMPACT FEE NEXUS STUDY AND PARK
IMPACT FEE PROGRAM ON BEHALF OF SAID DISTRICT**

WHEREAS, the Feather River Recreation and Park District ("District") is a local special district responsible for providing park and recreational facilities within the City of Oroville ("City"); and

WHEREAS, the Mitigation Fee Act ("Act") codified in California Government Code Section 66000 et seq., allows the establishing, increasing, or imposing of a development fee as a condition of approval where the purpose and use of the fee were identified, and reasonable relationship to the development project was demonstrated; and

WHEREAS, the Council of the City of Oroville ("Council"), by Section 3.32.115 of the City Municipal Code, authorizes the imposition of a development impact fee ("park impact fee") on new development with the District to fund the acquisition and development of additional park facilities to mitigate the impacts caused by new development; and

WHEREAS, the Board of Directors ("the District Board") of the Feather Recreation and Park District ("District") has determined that current park and recreational facilities will not be adequate for future population growth; and

WHEREAS, the District recently conducted a Park Impact Fee Nexus Study dated March 2023 Final Report v1.2 ("Nexus Study") establishing the legal and policy basis for a new park impact fee program to be imposed by the City on behalf of the District on new development with the incorporated area of the District; and

WHEREAS, the District Board adopted Resolution No. 2008-23 on March 28, 2023, District Board formally requesting that the City Council adopt Nexus Study and implement the approved park impact fee on behalf of the District with the incorporated area of the District agreeing to be responsible for the proper accounting for and expenditure of said moneys and further agreeing to hold the City harmless from and to defend it from any action, claim or damages related to said fees, including any challenge to the validity of or use thereof; and

WHEREAS, the City Council has received and considered the Nexus Study; and

WHEREAS, in accordance with Section 66016.59(a)(7) of the Act, notice was published twice in the Oroville Mercury-Register and on the City website, providing 30 days' notification of the time and place for a public hearing to consider and adopt the Nexus Study and an eight-year phased park impact fee schedule. Notice of the hearing was also provided 14 days prior to the public hearing to those interested parties who requested, in writing, notice of meetings on new or increased fees or service charges.

NOW, THEREFORE, IT IS HEREBY RESOLVED that:

- 1) The Council hereby receives and adopts the Nexus Study dated March 2023 Final Report v1.2.
- 2) Prior to the adoption of this Resolution, the Council conducted a public hearing at which oral and written presentations were made as part of the Council's regularly scheduled December 5, 2023, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66018. Additionally, at least 30 days before the meeting, the City made the Nexus Study available for public review.
- 3) After considering the Nexus Study, this Resolution, and after considering the testimony received at this public hearing, the Council hereby makes the following findings:
 - a) The park impact fees justified by the Nexus Study and approved pursuant to this Resolution are to fund the cost of parkland acquisition and the cost of new or expanded parks and recreational facilities to meet the needs of the resident population generated by new development in the City; and
 - b) The park impact fees justified by the Nexus Study and approved pursuant to this Resolution will be used to fund the cost of parkland acquisition, new or expanded park and recreation facilities, and administrative costs associated with the park impact fee program; and
 - c) The uses of the park impact fees justified by the Nexus Study and approved pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed in that fee revenue will be used to fund parkland acquisition and new and expanded parks and recreational facilities to meet the additional demand generated by the residents created by new development. Fee revenue will be deposited into a separate District park impact fee account or fund in a manner to avoid any commingling of the fees with other revenues and funds. The fee revenue will be restricted to the allowable uses described in Nexus Study. These actions ensure that a new development project paying the park impact fee will benefit from its use; and
 - d) The park impact fees justified by the Nexus Study and approved pursuant to this Resolution bear a reasonable relationship to the need for park and recreational facilities in that each new development project will generate additional need for park and recreational services and the associated need for park and recreational facilities. The need is defined by the District's existing level of service standards for such facilities; and
 - e) The Nexus Study demonstrates that there is a reasonable relationship between the amount of the park impact fee and the cost of the park and recreation facilities attributable to the development on which the fee is imposed. Parkland acquisition and park and recreational facility costs are defined on a per capita basis and applied to three residential land use categories according to their respective average household occupancy.

- 4) The Council finds pursuant to the California Environmental Quality Act ("CEQA"), this action is not a "project" because the Resolution provides a mechanism for funding park development and recreation and operation facilities construction but does not involve a commitment to any specific project for such purposes that may result in a potentially significant impact on the environment. (CEQA Guidelines § 15378.)
- 5) The Council adopts the eight-year phased park impact fee schedule shown in Exhibit A on new development with the City on behalf of the District, which shall be collected upon issuance of a building permit.
- 6) If any portion of this Resolution is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regularly scheduled meeting held on March 19, 2024, by the following vote:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

 David Pittman, Mayor

APPROVED AS TO FORM:

ATTEST:

 Scott E. Huber, City Attorney

 Kayla Reaster, Assistant City Clerk

EXHIBIT A

Feather River Recreation and Park District Park Impact Fee Phasing Plan (City of Oroville)

Land Use Category	Unit ¹	FRRPD	Maximum	Effective	Effective	Effective	Effective	Effective	Effective	Effective	Effective
		Incorporated	Districtwide								
		Area Park	Park Impact	July 1,	July 1,	July 1,	July 1,	July 1,	July 1,	July 1,	July 1,
		Impact Fee	Fee 2023 ³	2024	2025 ⁴	2026 ⁴	2027 ⁴	2028 ⁴	2029 ⁴	2030 ⁴	2031 ⁴
		(2008) ²									
<u>Eight-Year Plan</u>											
Single-Family Housing	DU	\$1,196	\$5,486	\$1,732	\$2,314	\$2,907	\$3,512	\$4,129	\$4,759	\$5,401	\$6,056
Multi-Family Housing	DU	\$1,063	\$4,615	\$1,507	\$1,990	\$2,483	\$2,985	\$3,498	\$4,021	\$4,554	\$5,098
Mobile Homes	DU	\$793	\$4,672	\$1,278	\$1,798	\$2,329	\$2,870	\$3,422	\$3,985	\$4,559	\$5,145

Notes:

¹ DU means dwelling unit

² From Interim Development Impact Fee Calculation and Nexus Report, December 2008.

³ Maximum park impact fees justified by the District's Park Impact Fee Nexus Study Final Report v 1.2 dated March 2023.

⁴ Includes a conservative 2% adjustment for inflation.

⁵ Pursuant to Govt. Code § 65852.2(f)(3)(A), the park impact fee for an accessory dwelling unit shall imposed proportionately in relation to the square footage of the primary dwelling unit. Accessory dwelling units less than 750 square feet of living area are exempt.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR PITTMAN AND COUNCIL MEMBERS

FROM: BRIAN RING, CITY ADMINISTRATOR

**RE: PUBLIC HEARING - CONTINUED FROM DECEMBER 19, 2023 -
FEATHER RIVER RECREATION AND PARK DISTRICT NEXUS
FEE STUDY AND PROPOSED FEE INCREASES**

DATE: MARCH 19, 2024

SUMMARY

The Council shall continue the public hearing which was initiated on December 5, 2023, continued to December 19, 2023, and again continued to March 19, 2024 with regard to consideration of adopting the Feather River Recreation and Park District Park Impact Fee Nexus Study along with an eight-year phased in approach to implement the new Park impact fees.

DISCUSSION

Feather River Recreation and Park District (“District”), a local special district responsible for providing park and recreational facilities recently conducted a Park Impact Fee Nexus Study (“Study”). The City Municipal Code authorizes the imposition of said fees on new development, which enables the District to fund the acquisition and development of additional park facilities to mitigate the impact caused by the new development. The Study, completed in March of 2023, is proposing to adjust fees for the first time since 2003.

The Study is proposing that fees be adjusted in the following manner:

- Single-Family Housing – proposed to go from \$1,196/dwelling unit to \$5,486;
- Multi-Family Housing - proposed to go from \$1,063/dwelling unit to \$4,615; and
- Mobile Homes - proposed to go from \$963/dwelling unit to \$4,672.

Given the fact that an increase hasn’t taken place in approximately 20 years, the recommended increases in fees are significant (358% for single-family, 334% for multi-family and 489% for mobile homes). The District is proposing to phase in these increases evenly over an 8 year period. In addition, the District is proposing a 2% annual inflationary increase, to assist in keeping the District more current with respect to costs.

The District would also like to amend the language in section 3.32.115 of the City Municipal Code, cleaning up the existing language.

This public hearing began at the regularly scheduled December 5, 2023 City Council meeting, and was continued to the December 19, 2023 regular City Council meeting. The topic was continued again to the March 19, 2024 meeting, pending further discussion with the District (after the selection of a new General Manager), City staff and the City Council Executive Committee. A new permanent General Manager has yet to be selected at the District. Staff and the Executive Committee have begun additional discussions with Interim General Manager.

FISCAL IMPACT

There is no fiscal impact on the City.

RECOMMENDATION

Continue the public hearing until May 21, 2024.

ATTACHMENTS

1. Nexus Fee Study
2. Feather River Recreation and Park District impact fee nexus study presentation
3. Proposed amendments to section 3.32.115 of the City Municipal Code.
4. Resolution and Exhibit A

**OROVILLE CITY COUNCIL
MONTHLY REPORT**

**TO: MAYOR AND CITY COUNCIL MEMBERS
BRIAN RING, CITY ADMINISTRATOR**

FROM: BILL LAGRONE, CHIEF OF POLICE

RE: POLICE DEPARTMENT MONTHLY REPORT FOR FEBRUARY 2024

DATE: MARCH 19, 2024

SUMMARY

The Council will receive a monthly report regarding the activities, and general information for the Police Department.

Staffing:

Positions	Total staffed	Total Authorized	Total Vacant
Police Officer	23	29	6
Dispatcher	8	8	0
Municipal Law Enforcement	9	17	8
Administrative Personnel	4	4	0

Department Activity:

Events Year to Date 2024	Average Response Time for Crimes against persons <small>*Priority 1 crimes</small>	Average Response Time for all types of calls for Service	National Average Response Time
6,810	5:58 minutes	7:53 minutes	8 - 11 minutes

Patrol Checks and Park Patrols:

	Patrol Checks/Park Patrols
FEBRUARY 2024	190
Year to Date	379

Parking Enforcement Citations Issued:

Item i.

FEBRUARY 2024	Year to Date 2024	FEBRUARY 2023	Year to date 2023
6	12	13	18

Police Activity:

Arrest	FEBRUARY 2023	FEBRUARY 2024	Year to date 2023	Year to date 2024
Misdemeanor	82	72	168	171
Felony	31	33	68	64

Citations	FEBRUARY 2023	FEBRUARY 2024	Year to date 2023	Year to date 2024
	54	59	133	93

Uniform Crime Reporting:

Crimes of Violence	FEBRUARY 2024	Year to Date JANUARY – DECEMBER
Homicide	0	0
Rape	1	1
Robbery	1	2
Aggravated Assault	1	4

Community Navigator:

Contacts	Services Received	Year to date contacts	Year to date services
49	26	102	55

**SPCA Statistics:
Service Calls by Priority:**

Priority Level	Number of Calls	Total Minutes per call type	Average response times
Urgent	14	79	5.64
Priority	37	253	6.82
At Officer Convenience	23	169	7.33
After Hours	21	311	14.81

Animal Intake and Outcome Stats:

Total Animals taken in from City	Total Animals outgoing	Cats	Dogs	Other	Bird	Livestock
63	52	26	37			

*The remaining difference from intakes to outcome total represents animals that have not yet had an outcome and are still in the facility.

Animal Outcomes:

Outcome Type	Totals	Dogs	Cats	Livestock	Birds	Other
Adoption	2	1	1	0	0	0
Died	1	0	1	0	0	0
Disposal	10	3	7	0	0	0
Euthanasia	19	9	10	0	0	0
RTO	16	14	2	0	0	0
Transfer	0	0	0	0	0	0
Foster	4	3	1	0	0	0

*Others are wild animals such as bats, skunks, snakes, possums, etc

SPCA After-hours call outs:

FEBRUARY 2024
21

Shoes for Kids:

Shoes Provided	Socks Provided
4	4 Pkg

This program provides shoes and socks for children of our community. This program is funded by Department member donations and community donations.

FISCAL IMPACT

No impact to the General Fund.

RECOMMENDATIONS

None