

OROVILLE CITY COUNCIL

Council Chambers 1735 Montgomery Street Oroville, CA. 95965

April 05, 2022 REGULAR MEETING CLOSED SESSION 4:00 PM OPEN SESSION 4:30 PM AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To View the Meeting:

- 1. Watch our live feed https://www.youtube.com/channel/UCAoRW34swYl85UBfYqT7lbQ/
- 2. Watch via Zoom

https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09

Meeting ID: 968 7031 9529 Passcode: 67684553 3. Listen via Telephone

> Telephone: 1-669-900-6833 Meeting ID: 968 7031 9529 Passcode: 67684553

To Provide Comment to the Council:

- 1. Email before the meeting by 2:00 PM your comments to publiccomment@cityoforoville.org
- 2. Attend the meeting in person.

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

- 1. Pursuant to Government Code Section 54957(b), the Council will meet with City Administrator, Personnel Officer, and/or City Attorney to consider the public employment related to the following position: Police Chief
- 2. Pursuant to Government Code section 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding property commonly known as 2923 Myers Street (APN 035-520-004).
- 3. 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 one case.
- 4. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: Raiter v. City of Oroville, United States District Court, Eastern District of California, Case No.2:22-cv-00530.

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

- 1. Presentation by Chandler Asset Management regarding Investment Management Services
- 2. Oroville Hmong Community Cultural Center Presentation

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

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

CONSENT CALENDAR

Consent calendar **items 1 – 10** are adopted in one action by the Council. Items that are removed will be discussed and voted on immediately after adoption of consent calendar items.

1. APPROVAL OF THE MINUTES

The City Council may approve the minutes of March 15, 2022

RECOMMENDATION

Approve the minutes of Match 15, 2022

2. OPERATIONAL BUDGETING SOFTWARE

The Council may consider approving the authorization of software for operational budgeting for internal budgeting collaboration.

RECOMMENDATION

Approve the Mayor to sign a contract with ClearGov.

3. CHANGE ORDER FOR HOUSING TOOLS PREPARATION OF THE CITY OF OROVILLE HOUSING ELEMENT

The Council may consider a change order to the contract with Housing Tools to prepare the update of the City's Housing Element.

RECOMMENDATION

Authorize the change order in an amount not to exceed \$8,592.

4. SANK PARK FEE WAIVER REQUEST BY AMERICAN ASSOCIATION OF UNIVERSITY WOMEN

The Council will consider a fee waiver request for the use of the Lott Home – Sank Park by the Oroville chapter of the American Association of University Woman (AAUW), in the amount of \$400 on April 29, 2022.

RECOMMENDATION

Approve the fee waiver request for the use of the Lott Home – Sank Park by the Oroville branch of AAUW, in the amount of \$400 on April 29, 2022.

5. ACCEPT THE STATEWIDE PARK DEVELOPMENT OF PARKS AND RECREATION GRANT AWARD AND ESTABLISH AN ENCUMBRANCE FOR HEWITT PARK, PHASE II

The Council may consider accepting the Statewide Park Development of Parks and Recreation Grant award, project number XS-04-014, Hewitt Park, Phase II in the amount of \$4,583,710 and establish an encumbrance for program activities.

RECOMMENDATION

Accept the Statewide Park Development of Parks and Recreation Grant, project number XS-04-014, Hewitt Park, Phase II in the amount of \$4,583,710: and

Approve the Encumbrance amounts for the listed activities

6. AGREEMENT WITH PLACEWORKS, INC. AND BUDGET ADJUSTMENT FOR AN AMENDMENT TO THE GENERAL PLAN CIRCULATION ELEMENT TO INCORPORATE "VEHICLE MILES TRAVELED" ANALYSIS.

The City Council will consider an agreement with Placeworks, Inc. to amend the Circulation Element of the General Plan to incorporate Vehicle Miles Traveled (VMT) analysis as required by the State. The action includes creating a Budget Adjustment for the agreement.

RECOMMENDATION

Adopt Resolution No. 9040 -- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZ ING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND PLACEWORKS, INC. (Agreement 3409), WITH A CORRESPONDING BUDGET ADJUSTMENT.

7. EXECUTE ADDENDUM TO THE THREE-YEAR CONTRACT FOR GOAT GRAZING VEGETATION MANAGEMENT TO ADD ONE LOCATION

The Council may approve an addendum to the three-year contract for goat grazing vegetation management services to add one location.

RECOMMENDATION

Authorize Staff to execute Addendum No. 1 to add the approximate 6.4-acre area of the drainage basin in the amount of \$5,500 annually bringing the contract total to \$85,510 annually. For a full three-year contract total of \$256,530.00

8. SALE OF POLICE CANINE, FRANKIE

The Council will consider a sale agreement with Breck Wright to sell the Police Canine, Frankie.

RECOMMENDATION:

Adopt Resolution No. 9042 - A resolution of the Oroville City Council authorizing and directing the Mayor to execute an agreement for the sale of Police Canine, Frankie, to Breck Wright (Agreement No. 3410)

9. AUTHORIZATION TO PURCHASE NEW POLICE VEHICLES

The Council will consider authorizing the purchase of (5) 2022 Ford Police Interceptor Utility vehicles from Oroville Ford.

RECOMMENDATION

Authorize the Public Safety Department to purchase (5) Police vehicles from Oroville Ford utilizing State Contract pricing as outlined in the staff report.

10. DISPOSAL OF SURPLUS VEHICLES AND EQUIPMENT

The Council will consider declaring decommissioned vehicles and equipment as surplus for their disposal through auction.

RECOMMENDATION

Declare the vehicles and equipment identified in the April 5, 2022 staff report as surplus and authorize the items to be auctioned off.

PUBLIC HEARINGS – 5:15pm

The Public Hearing Procedure is as follows:

- Mayor or Chairperson opens the public hearing.
- Staff presents and answers questions from Council
- 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
- Council debate and action

11. MODIFICATIONS TO THE CDBG/HOME COMBINED HOMEBUYER PROGRAM GUIDELINES

The Council will conduct a public hearing to solicit comments regarding requested modifications to the Combined CDBG/HOME Homebuyer Program Guidelines.

RECOMMENDATION

Adopt Resolution No. 9040 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE COMBINED COMMUNITY DEVELOPMENT BLOCK, HOME INVESTMENT PARTNERSHIP PROGRAM FIRST TIME HOMEBUYER PROGRAM GUIDELINES.

12. FIRST READING OF ZONING CODE AMENDMENT ZC22-01, PROPOSED REVISION OF OROVILLE MUNICIPAL CODE TO ADD CHAPTER 17.16.240 RELATING TO THE REGULATION OF MASSAGE ESTABLISHMENTS AND INDEPENDENT MASSAGE PROVIDERS.

The Council will consider adding OMC Chapter **17.16.240** relating to the City's regulation of massage and other therapeutic bodywork businesses. These regulations are intended to protect the health, safety and welfare of clients, the public and individuals while respecting legitimate massage businesses, and complying with the Massage Therapy Act of 2008.

RECOMMENDATION

Conduct a Public Hearing on the proposed Massage Ordinance.

Waive first reading and approve Ordinance 1863 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING CHAPTER 17.16.240 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO the regulation of massage establishments and independent massage providers.

Adopt Resolution No. 9041 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING ZONING CHANGE ZC 22-01 AND ADOPTING AN ORDINANCE ADDING CHAPTER 17.16.240 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO the regulation of massage establishments and independent massage providers.

13. FIRST READING OF ZONING CODE AMENDMENT ZC22-02 RELATING TO BINGO GAMES AND AMENDING OROVILLE MUNICIPAL CODE SECTION 5.24.250 TO BE CONSISTENT WITH STATE REGULATIONS.

The City Council will consider approving an amendment to Section 5.24.250 of the Oroville Municipal Code consistent with State law relating to the operation of bingo games, to increase the amount of proceeds allowed for operating costs per month from \$1,000 to \$2,000.

RECOMMENDATION

Conduct a Public Hearing on proposed Zoning Change 22-02; and

Waive first reading and approve Ordinance No. 1864 - AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTION 5.24.250 OF THE ZONING CODE OF THE CITY OF OROVILLE CONSISTENT WITH STATE LAW RELATING TO THE OPERATION OF BINGO GAMES TO INCREASE THE AMOUNT OF PROCEEDS ALLOWED PER MONTH FROM \$1,000 TO \$2,000 FOR OPERATING COSTS; and

Adopt Resolution No. 9043 —with zoning change ZC 22-02 amending section 5.24.250 of the Oroville municipal code relating to bingo games and allowing deduction of prizes of up to \$2,000 per month for operating costs.

REGULAR BUSINESS

14. ACCEPTANCE AND RECOGNITION OF CAL WATER ANNUAL FIREFIGHTER GRANT PROGRAM

The Council may consider accepting the annual Cal Water Firefighter grant funds through Cal Water and to purchase extrication equipment with grant funds.

RECOMMENDATION

Accept the grant funding from Cal Water and authorize the purchase of new extrication equipment not to exceed \$35,022.48

15. INVESTMENT MANAGEMENT SERVICES

The Council may consider an agreement for investment management services.

RECOMMENDATION

Option A – keep things the way they are currently

Option B – Invest a portion of the cash held in LAIF with Chandler Asset Management, any amount between 10 to 25 million.

16. NEGOTIATE DEVELOPMENT AGREEMENT AND PREPARE NECESSARY STUDIES FOR APNS 078-010-047 AND 078-020-035

Authorize the City Administrator to enter into a contract to prepare an Environmental Impact Report and related studies, including a development agreement for property located on Ophir Road APNs 078-010-047 and 078-020-035, and allocate \$300,000 to pay for this work.

RECOMMENDATION

Authorize the City Administrator to enter into a contract to prepare an Environmental Impact Report and related studies, including a development agreement for property located on Ophir Road APNs 078-010-047 and 078-020-035, and allocate \$300,000 to pay for this work

17. PUBLIC SAFETY FACILITY REMODEL PROJECT – AGREEMENT AMENDMENT NO. 1

The Council may consider Amendment No. 1 to Agreement No. 3394 D.H. Slater & Sons, Inc. for the additional cost of change orders due to discovery during demolition and remodel of the Dispatch Center and Emergency Operation Center (EOC) at the Public Safety Building.

RECOMMENDATION

Request Council approval for a contract Amendment No. 1 in the amount of \$400,000.00

REPORTS / DISCUSSIONS / CORRESPONDENCE

- 1. Council Announcements and Reports
- 2. Future Agenda Items
- 3. Administration Reports
- 4. Correspondence
 - i. FERC Correspondence
 - Notice of PG&E's request to increase rates between 2023-2026
 - iii. OUHSD Correspondence

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on April 19, 2022 at 4:00 p.m.

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

Recordings - All meetings are recorded and broadcast live on cityoforoville.org and YouTube.



City of Oroville

Carlos Oblites *Senior Portfolio Strategist*



Specializing in Investment Management for Public Agencies



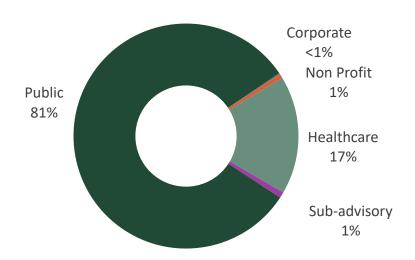
"We believe if we do what is right for our clients, our own success will follow."

- California Based, Independent & Employee-Owned
 - Fixed income specialist since 1988
 - Founded by public investment professionals
 - Serve institutions with public sector focus
 - Headquartered in San Diego, CA with offices in the Northern California

Custom Investment Programs

- Investment solutions based on your risk profile and return goals
- Strategies for operating, short-, and long-term reserves
- Direct contact with investment management team
- Stable Team of Investment Professionals
 - Team of investment professionals average over two decades portfolio management experience
 - Disciplined, repeatable investment philosophy and process
 - Proprietary investment analysis

Assets Under Management \$25.8 Billion



Strong Presence in Northern California



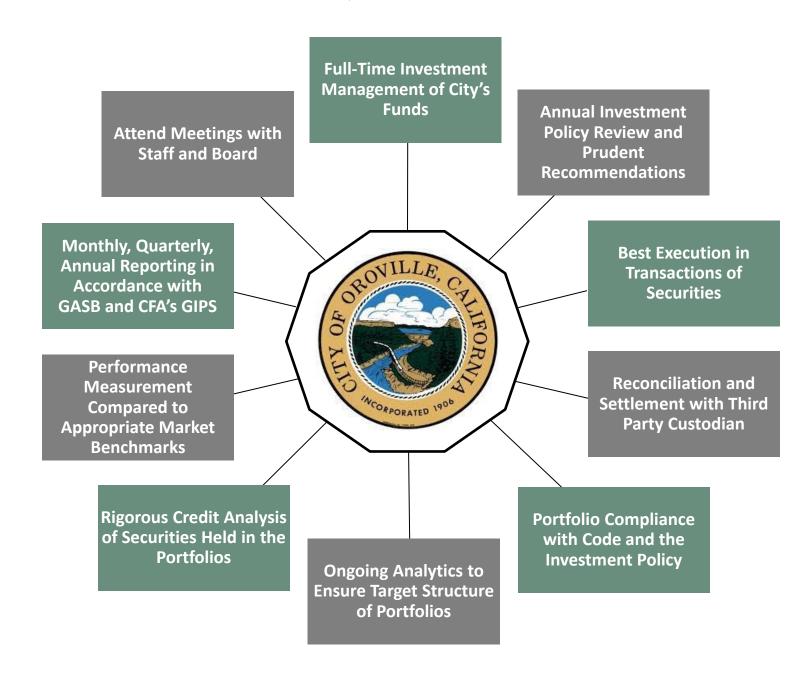
Northern California Clients

City of Alameda	Marin Schools Insurance Authority
Alameda County Water District	Mendocino County
Alpine County	City of Merced
Amador County	City of Milpitas
City of American Canyon	City of Monterey
City of Atwater	City of Mountain View
BCJPIA	NCCSIF
Big Independent Cities Excess Pool	City of Pittsburg
Calaveras County	City of Pleasant Hill
California Earthquake Authority	City of San Leandro
CJPRMA	City of San Mateo
CSJVRMA	Santa Clara County
City of Cupertino	City of South San Francisco
Town of Danville	City of Sunnyvale
City of Dublin	City of Tracy
City of Elk Grove	City of Truckee
City of Fairfield	City of Vallejo
Lake County	City of West Sacramento

The list includes Northern California clients as of 12/31/2021 listed alphabetically and only includes clients that have given permission to be listed. It is not known whether the clients listed approve or disapprove of Chandler Asset Management and the investment advisory services provided. Includes discretionary and non-discretionary relationships.

We Collaborate with Staff on All Aspects of Your Program





Approach to Building an Optimal Investment Program



Portfolio Management is Risk Management

Review Investment Develop Portfolio Active Investment Cash Flow Analysis Policy Management **Strategy**

Ongoing Management

- Credit analysis of security issuers and financial institutions
- Broker/dealer due diligence and relations
- Consistent application of a disciplined, conservative investment process. Our approach focuses on:
 - Safety of principal*
 - Appropriate levels of liquidity
 - Diversification of risk

- Compliance with legal requirements, policies, and objectives
- Generating market yield and return

Biography & Disclosures



Presenter Biography



Carlos Oblites

Senior Portfolio Strategist

Carlos Oblites is a member of the Investment Management Team and participates actively in the portfolio management process as well as builds and maintains client relationships. As a portfolio strategist, Carlos focuses on identifying and communicating key investment related themes and trends for implementation into fixed income strategies for local government and institutional clients. Carlos has over two decades of investment and financial experience, focused largely on managing short-term fixed income and pension strategies for governmental and institutional non-profit clients, and currently serves as Co-Chair of the firm's Multi Asset Class Committee. He also serves as a member of the Government Finance Officers Association's (GFOA) Committee on Retirement and Benefits Administration (CORBA), which tracks new industry practices, regulatory and legislative developments, and issues best practices to assist public pension and personnel officers effectively manage state and local retirement funds and employee benefits. Carlos also has significant expertise in serving California public agencies, healthcare, and insurance clients through his roles as Director at PFM Asset Management, and as a Principal at Wells Capital Management. Previous responsibilities include managing a variety of institutional client relationships and developing, implementing, and monitoring customized investment strategies for operating funds, bond proceeds, pension, and post-retirement funds. Carlos has also worked as a teacher for the Long Beach Unified School District. Carlos holds a Bachelor of Arts degree in History from the University of California, Santa Barbara, and earned a Master's degree in Business Administration from San Francisco State University.

Disclosures



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References to specific securities are examples of securities held in a portfolio and are not intended to be, and should not be interpreted as an offer, solicitation, or recommendation to purchase or sell any financial instrument, an indication that the purchase of such securities was or will be profitable, or representative of the composition or performance of the portfolio. The information contained in this sample presentation was obtained from sources we believe to be reliable, but we do not guarantee its accuracy. Past performance is not indicative of future success.

Any forecasts, forward-looking statements and assumptions are inherently limited and should not be relied upon as an indicator of future results. Any opinions or views constitute judgments made by the author at the date of this presentation and may become outdated or superseded at any time without notice. Any statements concerning financial market trends are based on current market conditions, which will fluctuate.

Fixed income investments are subject to interest, credit and market risk. Interest rate risk: the value of fixed income investments will decline as interest rates rise. Credit risk: the possibility that the borrower may not be able to repay interest and principal. Low rated bonds generally have to pay higher interest rates to attract investors willing to take on greater risk. Market risk: the bond market in general could decline due to economic conditions, especially during periods of rising interest rates.

Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index. Past performance is not indicative of future results.

Economic factors, market conditions and investment strategies will affect the performance of any portfolio and there are no assurances that it will match or outperform any particular benchmark. The data contained in this presentation is the property of those providers, which was obtained from sources believed to be reliable, but are subject to change at any time at the provider's discretion. Unless otherwise noted, Chandler is the source of data contained in this presentation.



OROVILLE CITY COUNC



Council Chambers 1735 Montgomery Street Oroville, CA. 95965

Item 1.

March 15, 2022 REGULAR MEETING MINUTES

This agenda was posted on March 11, 2022 at 4:52pm. This meeting was recorded and may be viewed at cityoforoville.org or on YouTube.

CALL TO ORDER / ROLL CALL

Mayor Reynolds opened the meeting at 4pm

PRESENT: Council Members: David Pittman, Eric Smith, Krysi Riggs, Art Hatley, Janet Goodson,

Vice Mayor Scott Thomson, Mayor Chuck Reynolds

STAFF: City Administrator Bill LaGrone, Director of Business and Housing Amy Bergstrand,

Assistant City Clerk Jackie Glover, Interim Fire Chief Chris Tenns, Code Enforcement Director Ron Belser, Assistant Community Development Director Dawn Nevers, City Attorney Scott Huber, Assistant City Administrator Ruth Wright, City Treasurer Karolyn

Fairbanks

City Attorney Huber stated that the following two items came to the attention of the City staff subsequent to the posting of the agenda for the March 15, 2022 meeting. Pursuant to Government Code Section 54954.2, staff is requesting the Council take action to add these items to the agenda.

Item 1: Amend the agenda to add Closed Session Item No. 4, as follows: 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 – one case.

Item 2: Amend the agenda to add Open Session Item No. 10, as follows: Oroville Chamber of Commerce Annual Dinner.

Council Member Smith recused himself from the meeting in light of Item 10 being considered as an addition to the agenda.

Motion by Council Member Riggs and seconded by Vice Mayor Thomson to add both items to the agenda. Motion passed.

AYES: Hatley, Riggs, Goodson, Pittman, Thomson, Reynolds

NOES: None ABSTAIN: None

ABSENT: Smith (Recused)

CLOSED SESSION

Council Member Smith returned to the Meeting.

The Council convened to Closed Session on the following:

Item 1.

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

OPEN SESSION

- 1. Announcement from Closed Session City Attorney Huber announced that direction was given; no action was taken regarding items 1-3 of closed session. In regard to item 4 of closed session, a Motion was made by Vice Mayor Thomson and seconded by Council Member Smith to reject claim 2022-4 and to send a rejection notice. Motion passed unanimously.
- 2. Pledge of Allegiance Led by Mayor Reynolds
- 3. Adoption of Agenda Motion by Council Member Goodson and seconded by Council Member Smith to adopt the agenda. Motion passed.

AYES: Hatley, Riggs, Goodson, Pittman, Smith, Thomson, Reynolds

NOES: None ABSTAIN: None ABSENT: None

Council Member Huber – Informed the public that the council voted to add item 10 to the agenda prior to closed session.

PRESENTATIONS AND PROCLAMATIONS

- 1. Mayor Reynolds presented a proclamation Honoring Don Reighley
- 2. Annie Terry provided a presentation to council related to the Mission Esperanza Project through the Rescue Mission.

PUBLIC COMMUNICATION - HEARING OF NON-AGENDA ITEMS

The following individuals spoke on non-agenda items:

- Bill Speer
- The Cameraman

The following individuals spoke on agenda items:

- Bill Speer Presentations, Future Agenda Items
- Dee Hunter Item 7

CONSENT CALENDAR

Motion by Council Member Goodson and second by Council Member Smith to adopt the consent calendar items 1-6. Motion passed unanimously.

AYES: Hatley, Riggs, Goodson, Pittman, Smith, Thomson, Reynolds

NOES: None ABSTAIN: None ABSENT: None

1. APPROVAL OF THE MINUTES

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

2. FORECLOSURE OF 1891 GRAY STREET

The City Council authorized the foreclosure of City's loan interest on the property located at 1891 Gray Street, Oroville CA (APN 012-202-014); and **adopted Resolution No. 9035 -** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 1891 GRAY STREET, OROVILLE (APN 012-202-014)

3. EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND

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

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

The Council **adopted Resolution No. 9037**– A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND DAWN NEVERS – (Agreement No. 3299-1).

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

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

RECOMMENDATION

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

Item 1.

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

The City of Oroville considered and approved the final lease agreement with the Butte County Office of Education (BCOE) to lease the Centennial Cultural Center. Council approved Agreement No. 3397 City of Oroville Public Facility Exclusive Operating and Lease Agreement as state above. (Resolution No. 9007)

REGULAR BUSINESS

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

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

Motion by Council Member Hatley and second by Council Member Goodson to adopt Resolution No. 9039 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ESTABLISHING A SERVICE AUTHORITY FOR AN ABANDONED VEHICLE ABATEMENT PROGRAM; and appoint the Director of Code Enforcement and Code Enforcement Technicians as City representatives to serve on the Abandoned Vehicle Abatement Service Authority. Motion passed.

AYES: Hatley, Riggs, Goodson, Pittman, Smith, Thomson, Reynolds

NOES: None ABSTAIN: None ABSENT: None

8. HOUSING SUCCESSOR AGENCY ANNUAL REPORT

The Council received and filed the Housing Successor Agency Annual Report for Fiscal Year 2020- 2021

9. ANNUAL PROGRESS REPORT

The council received and filed the 2021 Housing Element Annual Progress Report

Council Member Smith recused himself from item 10 because it relates to his place of employment.

10. CHAMBER OF COMMERCE ANNUAL DINNER

Motion by Council Member Riggs and second by Council Member Goodson to purchase two tables for the Chamber of Commerce Annual Dinner. Motion passed.

AYES: Hatley, Riggs, Goodson, Pittman, Thomson, Reynolds

NOES: None ABSTAIN: None

ABSENT: Smith (Recused)

Council Member Smith returned to the meeting.

REPORTS / DISCUSSIONS / CORRESPONDENCE

- 1. Council Announcements and Reports
 - a. Smith Mentioned Arbor Day this Saturday at the Oroville Convention Center,
 Exchange Club Talent Show coming up at the State Theatre, and Wildflower and Nature Festival April 2, 2022

Item 1.

- b. Riggs Mentioned the Chamber of Commerce dinner March 31, 2022
- c. Reynolds Gave a State of the City speech at Rotary yesterday.
- 2. Future Agenda Items
 - a. BID Presentation
- 3. Administration Reports
 - a. LaGrone Provided an update on the Oroville Fire to Cal Fire Transition
 - b. Belser Provided an update on staffing, compliance with business licenses, construction stop work notices, and vehicle abatements
 - c. Wright Will be bringing a software purchase forward related to internal budgeting.
 - d. Nevers Mavericks station moving forward with finishing construction now that they have the Cal Trans Encroachment Permit approval, Public Works is working on drought tolerant landscaping at various city owned areas around town.
 - e. Department Reports Council received a written report.
 - 4. Correspondence
 - i. FERC Correspondence
 - ii. PG&E Correspondence

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Mayor Reynolds adjourned the meeting at 6:36pm.	
APPROVAL	ATTESTED:
Mayor Chuck Reynolds	Assistant City Clerk Jackie Glover



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: RUTH WRIGHT, ASSISTANT CITY ADMINISTRATOR,

ADMINISTRATIVE SERVICES

RE: OPERATIONAL BUDGETING SOFTWARE

DATE: APRIL 5, 2022

SUMMARY

The Council may consider approving the authorization of software for operational budgeting for internal budgeting collaboration.

DISCUSSION

Staff is asking the Council to consider a powerful budgeting tool for staff to collaborate and prepare an annual budget. This tool would aid greatly in our budgeting process. Currently we are utilizing our software by exporting everything into excel and emailing the worksheets back and forth between departments. With this software everyone can log in to a central portal and enter their budget requests directly. There is also an outward facing component that will allow citizens to view the budget in greater detail than we are providing currently. Currently our budget is posted to our website as a pdf document.

When the availability of this software was discussed with Directors and Managers it was met with overwhelming support

This expenditure would qualify as an eligible expenditure of the Local Recovery Funds the City has been allocated. This allocation is over 4 million and has not been allocated yet.

FISCAL IMPACT

\$8,200 annual subscription services, utilizing the Local Recovery Funds.

RECOMMENDATION

Approve the Mayor to sign a contract with ClearGov.

ATTACHMENTS

Software contract Brief Product Summary

Page 1

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Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Joe Eiskant
Contact Phone	607-760-0524
Contact Email	jeiskant@cleargov.com

Order Date	Mar 15, 2022		
Order valid if signed by	Mar 18, 2022		

Customer Information					
Customer	City of Oroville	Contact	Ruth Wright	Billing Contact	
Address	1735 Montgomery Street	Title	Finance Director	Title	
City, St, Zip	Oroville, CA 95965	Email	rwright@cityoforoville.org	Email	
	530-538-2436			PO # (If any)	

To be clear, you will be billed as follows				
Billing Date(s)	Amount(s)	Notes		
Jul 1, 2022	\$8,200.00	Annual Subscription Fee		
Additional subscription years	Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.			

ClearGov will provide your Services according to this schedule						
Period	Period Start Date End Date Description					
Setup	Apr 1, 2022	Apr 1, 2022	ClearGov Setup Services			
Value Add	Apr 1, 2022	Jun 30, 2022	ClearGov Subscription Services			
Initial	Jul 1, 2022	Jun 30, 2023	ClearGov Subscription Services			

The Services you will receive and the Fees for those Services are					
Set up Services Tier/Rate					rvice Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions. Tier 2				\$	1,800.00
Onboarding Discour	Onboarding Discount: customer value add Tier 2			\$	(1,800.00)
		Total ClearGov Setup Service Fee	- Billed ONE-TIME	-	
Subscription Services Tier				Service Fees	
ClearGov Operational Budgeting - Civic Edition Tier 2				\$	12,100.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions. Tier 2				\$	(3,900.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE				\$	8,200.00
		Billing Terms and Conditions			
Valid Until Mar 18, 2022 Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.					
Payment Net 30 All invoices are due Net 30 days from the date of invoice.					
Rate Increase 3% per annum After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.					

General Terms & Conditions						
Customer Satisfaction Guarantee	During the first thirty (30) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.					
Cancellation Option	This ClearGov Service Order is subject to the approval of the City Council as set forth herein. In the event that the Board does not approve this Service Order at its March 28th meeting, Customer shall have the option to terminate this Service Order immediately by providing written notice. In the event that Customer exercises this option, Customer shall have no payment obligation under this Service Order.					
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.					
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.					

Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order college upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set for the remember of the Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions. This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

Customer					
Signature					
Name	Ruth Wright				
Title	Finance Director				

ClearGov, Inc.						
Signature	Signature					
Name	Bryan A. Burdick					
Title	President					

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign a Client Success Manager (CSM) responsible for managing the activation and onboarding process. ClearGov CSM will coordinate with other ClearGov resources, as necessary.
- ClearGov CSM will provide a Kickoff Call schedule to Customer's Primary Contact to be scheduled within two weeks after the Service Order has been executed.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s). If necessary, ClearGov will set up a Data Discovery call to assist with such requirements/instructions.
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback and get answers to open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow up calls or emails required to complete the data onboarding process.
- ClearGov will make Customer aware of all training, learning and support options. ClearGov recommends all Users attend training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver one customized remote training session for Admins and one for End Users via video conference and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend Kickoff Call within two weeks after the Service Order has been executed. If Customer needs to change the date/time of the Kickoff Call, the Primary Contact will notify the ClearGov CSM at least one business day in advance.
- Customer will provide requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Review call. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on the Data Review call and any subsequent internal review, Customer shall provide a detailed list of requested changes in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer shall be solely responsible for inputting applicable text narrative, custom graphics, performance metrics, capital requests and personnel data and other such information for budget books, projects, dashboards, etc.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: AMY BERGSTRAND

DIRECTOR BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: CHANGE ORDER FOR HOUSING TOOLS PREPARATION OF THE CITY

OF OROVILLE HOUSING ELEMENT

DATE: APRIL 5, 2022

SUMMARY

The Council may consider a change order to the contract with Housing Tools to prepare the update of the City's Housing Element.

DISCUSSION

On August 3, 2021, the City of Oroville entered contract with Housing Tools to update the City of Oroville's Housing Element for the 2022-2030, 6th Cycle. City staff budgeted \$100,000 for the preparation of the update; however, Housing Tools submitted a bid to the City in the amount \$74,398.

The Housing Element is a mandatory General Plan element under State Law. State law requires the California Department of Housing and Community Development (HCD) to review and comment on the draft prior to the City Council adoption, as well as review for certification after adoption.

Housing Tools has received comments and suggested revisions from other Housing Element drafts they are preparing for the 6th Cycle and have determined that the original estimated hours will not be sufficient to complete the update. The State has included many new Affirmatively Furthering Fair Housing (AFFH) requirements in this HE cycle that were not originally identified or budgeted to complete. Attached is an amended Statement of Work that details the additional requirement and hours needed

FISCAL IMPACT

Change order in the amount of \$8,592.00 will be paid from grant 21-CDBGPI-00010, Fund 229 7071-2100010b, which has a current balance of \$50,247.

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RECOMMENDATION

Authorize the change order in an amount not to exceed \$8,592.

ATTACHMENTS

City Of Oroville 2022-2030 Housing Element Update-Amended SOW

Page 2 27

			Managers					
Topic Area	Comment	HT Additional Work	Hours	Managers Rate	PM Hours	PM Rate	Total Hours	Total Cost
AFFH Fair Housing Outreach	Describe capacity to provide	Write-up: fair housing and						
and Enforcement	enforcement and outreach	enforcement outreach process		\$120	2.00	\$100	2.00	\$200
	Describe FHEO number of	Pull FHEO data, include 1-2						
	cases and characteristics	sentence summary and analysis		\$120	3.00	\$100	3.00	\$300
	Evaluate past/present fair	Research fair housing complaints						
	housing studies, complaints,	and compile data from stakeholder						
	etcs.	interviews		\$120	2.00	\$100	2.00	\$200
		Where can we find this data? Add						
AFFH Integration and		Gini index table and Diversity Index						
Segregation	Dissimilarity Index Data	map?		\$120	2.00	\$100	2.00	\$200
		Write-up: location of affordable						
		housing, possible implications, and						
	Address concentrations of	discuss potential methods to						
AFFH Access to Opportunity	affordable housing	mitigate impacts		\$120	4.00	\$100	4.00	\$400
		Write-up: research transit						
	Analyze transit accessibility	accessibility, ADA accommodations,						
	and access to opportunity for	and summarize data from						
	protected classes	stakeholder interviews		\$120	4.00	\$100	4.00	\$400
	Ability to pay for							
	homeownership related to	Write up: Research housing trends						
AFFH Disproportionate	recent disasters and	and summarize data from						
Housing Needs	overarching trends	stakeholder interviews		\$120	4.00	\$100	4.00	\$400
		Add table on rent trends and						
	Rent trends and dispalcement	summarize data from stakeholder						
	impacts	interviews		\$120	2.00	\$100	2.00	\$200
		Code enforcement data or South						
	Displacement impacts due to	Oroville Blight study. Add 3-4						
	substandard housing	sentences		\$120	1.00	\$100	1.00	\$100
AFFH Contributing Factors	Narrow down list	Revise list		\$120	1.00	\$100	1.00	\$100
-	Policies need commitment,	Include quantifiable actions, dates,						
Goals, Programs, and Policies	metrics, and milestones	and measures		\$120	3.00	\$100	3.00	\$300

	Policies must respond to							
	contributing factors and							
	'	Add/modify/remove policies to		4		4.00		4
	and trends	AFFH		\$120	3.00	\$100	3.00	\$300
		_						
		Analyze code enforcement data						
	_	and any available data Housing						
Housing Stock Characteristics	rehabilitation	Conditions Survey in south Oroville	2.00	\$120		\$100	2.00	\$240
	Breakout vacancy rates by for							
	sale, for rent, other, seasonal,	Review data sources to find						
	etc.	breakout info	1.00	\$120		\$100	1.00	\$120
	Large households: use 5+							
Special Housing Needs	persons instead of 4+	Amend chart		\$120	0.50	\$100	0.50	\$50
	Farmworkers: add more	Additional research: discuss with						
	analysis on needs/resources	Housing Authority?		\$120	2.00	\$100	2.00	\$200
	Homeless: update with 2022							
	data if available	Swap out 2022 data	1.00	\$120	3.00	\$100	4.00	\$420
	Female-headed households:	Find and add data on # of FFH with						
	how many with children?	children		\$120	0.50	\$100	0.50	\$50
	Overpayment: low-income							
	households by tenure				0.50	\$100	0.50	\$50
	Emergency Shelters:							
	Description of development	Describe how development						
Zoning for a Variety of	standards in zone(s) where	standards are not a constraint in						
Housing Types	allowed by right	the zone(s)	0.50	\$120		\$100	0.50	\$60
		Add description of approval and						
	Residential Care Facilities of	denial findings and data on actual						
	7+ persons: analyze CUP	outcomes. If found to be a						
	· '	constraint, add program to amend						
		code	2.00	\$120		\$100	2.00	\$240
	General: A land use zoning			<u> </u>		-		
		Add table from City's Muni Code	3.00	\$120		\$100	3.00	\$360

Reasonable Accommodation	What are approval findings for RA requests?	City to provide approval findings issued for RA requests and data on % of requests that result in approvals/denials. HT will integrate data into document after we receive from City.	2.00	\$120		\$100	2.00	\$240
Neasonable Accommodation	NA requests:	receive from city.	2.00	Ş120		\$100	2.00	7240
	Add statement that there will be adequate infrastructure to support future projects, if that	Add statement that there will be						
	is true, or add program to	adequate infrastructure to support						
Infrastructure	address	future projects	-	\$120		\$100	-	\$0
	Provide specific frequency and timing commitments on programs. HCD wants proactive outreach, how	Draft language to reflect more						
Programs	for funding	specific commitments	2.00	\$120	1.00	\$100	3.00	\$340
At Risk Units	Verify data sources, including CPHC and clearly describe other affordability covenants that take projects beyond 10 year horizon	If City has info on extended contracts, we should get info on the extension and add language to the HE.	1.00	\$120		\$100	1.00	
	Clarify if public comments	After public comment period and	2.66	7 == 0		7 200		7 3 2 0
	were received on document and how they were	adoption, add in summary of any public comments received and how						
Public Participation	incorporated	incorporated or addressed		\$120		\$100	-	\$0

	Add definition per City Muni Code; analyze/state this							
	definition does not pose a							
	constraint, or if it does, add							
Definition of "Family"	program	Add text and analysis	0.50	\$120		\$100	0.50	\$60
Est. time between approval	City will need to analyze	HT will add narrative after we						
and building permit submittal	"typical" "average" projects	receive data from City.	0.50	\$120		\$100	0.50	\$60
		Double check the Site Inventory						
		narrative to ensure it is clear that						
Site Inventory: state that		realistic capacity was used in the						
realistic capacity was used.		analysis	0.50	\$120		\$100	0.50	\$60
	Info from City on any HO							
	Districts, findings of approval							
	and historical data on	HT to incorporate City-provided						
Historic Overlay Districts	approvals/denials	info into draft	0.50	\$120		\$100	0.50	\$60
	HCD wants clear statements							
	that the City code is							
	compliance (or not) with	Add compliance statements re:						
Zoning for a Variety of	certain Government Codes per	Government Code, HSC if not						
Housing Types	the checklist	already there	2.00	\$120		\$100	2.00	\$240
		If the calculator is based on # of						
	HCD has asked for an analysis	bedrooms (like all other housing),						
	of parking standards for	should state that. Add a sentence						
Parking Standards	duplexes and triplexes	or two.	0.25	\$120		\$100	0.25	\$30
	In Orland's case, HCD asked	Add description of how existing		·		·		·
	·	programs address Non-						
	address non-governmental	governmental constraints, or add a						
Non-governmental Constraints		goal to address.	0.50	\$120		\$100	0.50	\$60
Document Reformatting				·	4.00	\$100	4.00	
Document Editing			5.00	\$120		,	5.00	-
Subtotal			24.25		42.50		66.75	\$7,160
Contingency (20%)								\$1,432
Total								\$8,592



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST COMMUNITY DEVELOPMENT DIRECTOR

RE: SANK PARK FEE WAIVER REQUEST BY AMERICAN ASSOCIATION

OF UNIVERSITY WOMEN

DATE: APRIL 5, 2022

SUMMARY

The Council will consider a fee waiver request for the use of the Lott Home – Sank Park by the Oroville chapter of the American Association of University Woman (AAUW), in the amount of \$400 on April 29, 2022.

DISCUSSION

The applicant, Kristin Sherrock, has applied for a fee waiver for the rental fees associated with the Lott Home – Sank Park located at 1067 Montgomery Street, Oroville. The applicant is a representative of the Oroville branch of AAUW, which is seeking to hold their annual Tech Trek Picnic for the selected Tech Trek girls and their parents. AAUW selects several girls throughout the area to attend a weeklong Math and Science camp in Davis. The purpose of this event is to celebrate the selection of the camp attendees, so the girls attending can meet one another, and to inform the girls and their parents on what their camp experience will entail.

To avoid detracting from the Tech Trek scholarship funds, the applicant is requesting a fee waiver for this event. The Oroville branch of AAUW would like to hold a Tech Trek Picnic as a celebration/educational event at the Lott Home – Sank Park on April 29, 2022. Waiver of the fees (\$400.00) would cover \$150.00 for the cleaning deposit and \$250.00 for the rental of the kitchen and patio. The allotted 4-hour rental of the Lott Home – Sank Park this fee waiver would cover includes set-up and clean-up time.

FISCAL IMPACT

The City will not receive funds for a 4-hour rental fee for the Lott Home – Sank Park in the amount of \$400.00.

RECOMMENDATION

Approve the fee waiver request for the use of the Lott Home – Sank Park by the Oroville branch of AAUW, in the amount of \$400 on April 29, 2022.

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ATTACHMENTS

Facility Use Fee Waiver Application – Sank Park Application & Agreement for Use Facilities Rental Agreement

Page 2



DISCOVER GOLD . . . DISCOVER OROVILLE

CITY OF OROVILLE

Parks and Trees Department

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

RECEIVED

MAR 17 2022

Administration City of Oroville

FACILTY USE FEE WAIVER APPLICATION City of O APPLICATION MUST BE RECEIVED AT LEAST 90 DAYS PRIOR TO DATE OF THE EVENT

					19
For Office Use Or				DENIED	
FY	APPL#	AMT\$	_ APPROVED	DENIED	
Your comple	lease complete the entire for ted application with supple or to the event date.	rm, including budget and mental materials must be	narrative requirements. Incor submitted to the address list	mplete forms will be returned. ed above a minimum of ninety	
Section A - A	Applicant Information	` ~			D.
Ame Applicant Lea	inch Add	ociation I	DBA (including doing bus	illuss asOrganization Name)	Croor
1310	nt Hr Local Address	RQ &	Trouble	95966	
	ox 6172	Octor.	ille/CA	95966	
	Mailing Address	City	/State	Zip Code	3 0
Contact Pers	tin Shori	rock - m	conher		→ g
570 5 Daytime Pho	21 3239	Evening Phor	^ ^	Fax	
Email addres					
Type of Orga	nization:501 (c) (-
	Government Enlity	Other (Explain	0)		-
Requesting V	Naiver For (name of event/pr	ogram) Tech	^		=:
Is this activity	y an annual event or a one ti	me only event?	mull		-3
	Requested	n . 1			-
Total Facility	Fee Charged \$ 250	2			
Total Fee W	aiver Requested \$ 12	5			

ENT OR PROGRAM EXPENSES	EVENT OR PROGRAM INCOME
ne Bandning A. Salaries / Fees	
1. Artists/Performers/Speakers/Contracted Staff	A. Registration Income \$
\$	participants x \$ registration fee
2. Administrative \$	B. Donations or Sponsorships
3. Program Staff \$	1. Corporate / Business \$
4. Other (Specify) \$	2. Foundations \$
A. Total Salaries / Fees \$	3. Clubs / Organizations \$
B. Space Rental \$	4. Other (specify)
(non - City)	B. Total Donations/Sponsorship Total \$
C. Remaining Costs (Itemized)	C. Other Income
1. Equipment rental \$	Explain Other Income Source:
2. Printing \$	
3. Supplies \$	TOTAL FORMER
4. Food \$ 100	TOTAL Event/Program OPERATING INCOME
5. Trophies \$	(A+B+C)
6. Travel \$	
7. Insurance \$	
B. Other (explain) \$	7
C. Total Remaining Costs \$	
O. City Facility Use Fees \$250	
Attach additional pages as needed to illustrate details of	g and 2 8 0
expenses listed above.	
FOTAL Event/Program \$SDerating Expenses A+B+C+D)	
ION C	
rized Signatures: The signature below is that of a person au	thorized to testify as to the accuracy of this application.
ustin L Shougea -	member 3/17/22

Program Narratives (attach additional pages if necessary)	
1. Explain the event/program	

Seitheld	
hur	
2. Is this the first year for this event/program or has it been offered previously? If it has been offered previously, please list number of years it has been offered.	
ar rest 10	
3. What age groups are targeted? The Jule > 5 th ginde girls	7
4. What are the event/program dates?	
5. Is there an admission/access charge? Yes NoIs it open to the public? Yes No	
6. What City Facility is needed for this event/program?	
7. Have you paid City Facility Use Fees for the event/program before?	
a. If yes, list amount paid Author 725 you owner locally	91
b. If no. who authorized previous fee waiver?	
7. Describe the public value and benefit to the Oroville community:	
Sugartrehed	
7. Explain why paying City Facility Use Fee causes a significant financial burden for this event/program.	
- het	
Zee stacket	

Explain the event/program:

This is a welcome picnic for the selected 2022 Butte County Tech Trek girls and parents. AAUW Oroville provides dinner and an outline of the free, week-long, summertime, STEM program to the girls and parents/caregivers. There are usually siblings and some teachers attending. Questions are answered and former Tech Trek girls provide their unique experiences and perspective. The girls are from middle schools throughout Butte County.

Describe the public value and benefit to the Oroville community:

AAUW Oroville has sent 59 7th grade girls to Tech Trek to date (and Chico, Gridley, and Paradise have also sent many girls). These young women are given the opportunity to attend a STEM camp at UCDavis, developing interests, excitement and self confidence for their entry into 8th grade. They later present their experiences to community groups (many of whom contribute towards the cost), AAUW gatherings, and their peers and teachers, thereby insuring that others of the Oroville community are aware of the program and/or thanked for their generous contributions.

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

As it costs our group several hundred dollars per girl to send them to Tech Trek, we fundraise throughout the year. Any money that we can save can be put towards sending them, and perhaps more girls, in future years. We started in 2004 with funds for two girls, and now are able to send five girls.

ROVILLE. O.	Application & Agr	eement for Use	Date Received: 3/17/22
8	Oroville Parks & F	acilities	Check List:
	Various Locations, Orov		Scheduled
"Acorrogano nos	Mail to: 1735 Montgomery	y St. Oroville, CA 95965	Deposit Paid
Applicant Name:	stin Shorrock	Phone: 530 524 323	ABC License
	- 22 2	1011e. 3 3V 30(123	Alcohol Permit
Applicant Address:	PMANUE CA	95966	Insurance
City / State / Zip:	A Ch	n / / / / / / / / / / / / / / / / / / /	Rental Paid
Park/Facility Requested:	att Home fa	trofkitchen	Business License
Event Type:	ince for Telch	Trek girly #	Deposit Returned
Organization Advisor Advisor Advisor Advisor Advisor Alcohol Permit	int. Women	rt. No. te Application along with an ABC Licens 29 2022 - FRI	Park Rental Times 9AM - 1PM 2PM - 6PM
*	FACILITY RE	QUESTED	
Lott Home / Sank Centennial Plaza Feather River Na Other		Hammon Park Hewitt Park Rotary Park	
	SERVICES RE	EQUESTED	
Electricity Water Spigot BBQ Bocce Ball Courts	Patio Kitchen Gazebo Coach Roc	Irriga Othe	/Cool ON ation System Off
	1 di 0 K		
Wedding / Reception Lunch / Dinner	TYPE OF FU Birthday Part Concert	The second secon	/ BBQ
subject to, the conditions and indemnify, defend and hold he the facility and equipment.	User, permission to use the above stard limitations appearing on the attached armless the City of Oroville, its officers ties hereto, or their duly authorized age	sheets which are part of this Agreed, employees, or agents for any claim	ment. The User agrees to s arising out of the use of
City Authorized agent	200 Snace User	authorized agent: Kush	is / Shratea



Facilities Rental Agreement LOTT HOME in SANK PARK

1067 Montgomery St., Oroville, CA 95965 Mail to: 1735 Montgomery St. Oroville, CA 95965

The undersigned is aware of, and accepts the following:

- 1... The use of Lott / Sank Park is limited to eight (8) hours except by special arrangements.
- 2. It is understood that in the event of cancellation, ONLY 50% of the use fee will be refunded. (A cancellation must be requested by completing the Reservation Cancellation form)
- That the undersigned is responsible for the actions, noise, and conduct of all the quests 3. attending this function.
- 4. That the undersigned is responsible and will see that no damage occurs to structures, utilities, or landscaping.
- 5. That the rental of the kitchen, patio, and gazebo does not include access to the Lott Home.
- 6. That the use of amplified sound equipment is prohibited except by authorized permit from the Parks Department. Permits may be obtained from the Department of Parks and Trees at City Hall. AMPLIFIED MUSIC IS TO BE LIMITED TO A FOUR-HOUR PERIOD AND MUST TERMINATE BY 8:30 p.m. ON WEEKDAYS AND SATURDAYS, and 8:00 p.m. ON SUNDAYS.
- 7. That no events or the setting up for events shall start before 9:00 a.m.
- 8. That the CLOSING TIME for Lott-Sank Park is 9:00 p.m. on weekdays and Saturdays and 8:30 p.m. on Sundays. This means that all decorations, equipment, and other materials are to be removed before the conclusion of events, and lights are to be out, doors locked, and gates closed.
- 9. That public access to the front entrance and porch of the home shall not be blocked: the walkways and front porch shall not be used in any way that would impede public access to the home.
- 10. That in the event any of the aforementioned conditions are not met, the paid deposit may be forfeited.
- 11. That the Lott Home and Sank Park are owned by the citizens of Oroville and maintained by the City of Oroville.
- 12. A \$75.00 key deposit is required the Friday before the function and will be returned the following Monday.

ristin L Shower PRINT NAME Kristin L Showock

CONTACT PHONE NO. 539-52(-3239 TODAY'S DATE 3/17

LOTT HOME in SANK PARK - GUIDELINES AND PROCEDURES



Rules and Guidelines:

Public Park Sank Park is a City owned Public Park and open from 9:00 am to 9:00 pm. The Lott Home

> is open for tours on Mondays, Fridays, and Sundays between 11:30 am and 3:30. Group tours can be arranged during a private event at the group-tour rate. The group-tour must be

> scheduled prior to your event by calling the Department of Parks and Trees' Staff Assistant

at (530) 538-2415.

Reservations are made on a first-come, first-serve basis. They are effective upon full Reservations

payment of the Use Fee and Cleaning Deposit. Reservations may be made up to one year

prior to the event.

Rehearsals Arrangements for rehearsals must be made in advance by contacting the Department of

> Parks and Trees' Staff Assistant. There is no charge for the rehearsal only. However, a rehearsal dinner is considered a separate event; therefore, it is subject to additional Use Fee

charges.

Cancellations In the event of cancellation, the renter will forfeit 50% of the Use Fee paid. The entire (100%)

amount paid will be refunded for inclement weather only, there are no other exceptions. The

Cleaning Deposit will be refunded upon any cancellation.

Responsible The person making the reservation shall be responsible for dealing with the Park Technician

and the conduct of the guests at the event. The Park Technician will not be at the park until

12:00 pm.

Amplified Music Music is limited to a 4-hour period and must terminate by 8:30 pm on Monday through

Saturday and by 8:00 pm on Sunday. Renters must obtain an approved sound permit from

the Department of Parks and Trees.

Alcohol Permit Required for all events serving any form of alcohol.

Rice Throwing Rice throwing is not permitted.

Available to Renter:

Rental Kitchen Included in rental: 2 electric cook tops and ovens, 1 commercial refrigerator - freezer, 1

microwave, 2 dishwashers, 2 warming ovens, 3 large coffee pots (2-30 cup and 1-60 cup),

and 2 double sinks.

Patio Lighting, space heaters, and ceiling fans are installed under a covered patio area. Tables

and chairs are available. Please inquire for current availability.

Not Available to Renter:

Supplies Renters must bring their own brooms, ladders, scissors, tacks, tape, extension cords,

hammers, food servicing utensils, rags, wipe cloths, additional chairs or tables needed.

Lott Home Not included within rental agreement is the public area in the southwest corner of the Park or

the Lott Home itself.

(ATTACHMENT)

PARK USE FEE PROCEDURES

Reservation forms are completed at City Hall. Payments will be made payable to the City of Oroville. Refunds will be made by the Finance Department within 20 working days. Park rentals shall be 9AM to 1 PM or 2PM-6PM. Park Reservations will be made 5 working days in advance. Facilities (Lott-Sank Park, Centennial Plaza) shall have all paperwork submitted, including deposit, 10 days before the event. Parks shall not be rented on City of Oroville Holidays.

LOTT-SANK PARK

Reservations are made with full payment of park use fees and applicable cleaning deposits. Cleaning deposits will be refunded in full upon verification that facilities were left clean.

In the event of cancellation, 50% of the park use fee will be refunded. A full refund may be made in the event of inclement weather.

BEDROCK, HAMMON, HEWITT, ROTARY PARKS, & CENTENNIAL PLAZA

In the event of cancellation, 50% of the park use fee will be refunded. A full refund may be made in the event of inclement weather.

If cancellation is made 5 days or less prior to the event, the renter will forfeit 100% or use fee.

ALL PARKS

Groups of 400 or more shall make their own arrangements for garbage pick-ups and shall supply, at their own expense, sufficient toilet facilities, ie: chemical toilets as required by the Public Health Code.

PARK HOURS

Lott-Sank park

Monday – Saturday

9:00 am to 9:00 pm

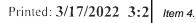
Sunday

9:00 am to 9:00 pm

Rental of Lott-Sank Park for events is limited to eight (8) hours.

EXCEPTION:

Upon deposit of \$75.00, the person renting the park may obtain a key for access to the Coach Room and Kitchen prior to the eight (8) hour rental period. Refund of the key deposit is dependent on the return of the key and condition of the Coach Room and Kitchen after said event.



\$150.00



City of Oroville

Building Department Cash Collections RECEIPT

Permit Number: RESERV2203-013 Job Address: 1067 MONTGOMERY ST

Fee Description	Account Number	Fee Amount	
RESERVATIONS OF CITY FACILITIES			
LOTT PARK USE	3421 4460	\$0.00	
LOTT PARK DEPOSIT	600 2690	\$0.00	
LOTT PARK DEPOSIT	600 2690	\$150.00	

Total Fees Paid:

Date Paid: 3/17/2022

Paid By: KRISTIN SHORROCK

Pay Method: CHECK 2698

Received By: NOELLE SNOW

Credit Card Payments

A convenience fee is charged for all credit card payments. Please note that the convenience fee is a third-party fee and is not part of the City of Oroville. For all credit card payments the convenience fee is 2.50% of the total amount charged with a minimum charge of \$2.00.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST COMMUNITY DEVELOPMENT DIRECTOR

RE: ACCEPT THE STATEWIDE PARK DEVELOPMENT OF PARKS

AND RECREATION GRANT AWARD AND ESTABLISH AN

ENCUMBRANCE FOR HEWITT PARK, PHASE II

DATE: APRIL 5, 2022

SUMMARY

The Council may consider accepting the Statewide Park Development of Parks and Recreation Grant award, project number XS-04-014, Hewitt Park, Phase II in the amount of \$4,583,710 and establish an encumbrance for program activities.

DISCUSSION

Statewide Park Development and Community Revitalization Grant Program, as part of the Newsom Administration's "Outdoors for All" initiative, is an opportunity to deliver new parks and new recreational opportunities to more than 100 communities, regardless of zip code or income. This highly competitive grant program received over 400 applications, with City of Oroville being one of the 112 applications selected.

In partnership with Project Manager, Melton Design Group the City of Oroville anticipates the completion of this large project by 2024. Subsequently the City of Oroville was awarded funds and staff is requesting approval to establish a encumbrance for the following activities:

MDG Project Management \$467,504.00
 Project Construction and Implantation \$4,106,206.00
 Park Development Impact Fees \$10,000.00
 \$4,583,710.00

FISCAL IMPACT

A budget adjustment will be required to establish a budget as follows:

MDG Project Management \$467,504.00
 Project Construction and Implantation \$4,106,206.00

Page 1

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3. Park Development Impact Fees

\$ 10,000.00

\$ 4,583,710.00

RECOMMENDATION

- 1. Accept the Statewide Park Development of Parks and Recreation Grant, project number XS-04-014, Hewitt Park, Phase II in the amount of \$4,583,710: and
- 2. Approve the Encumbrance amounts for the listed activities

ATTACHMENTS

Award Announcement MDG Landscape Architectural Design Agreement

DEPARTMENT OF PARKS AND RECREATION P.O. Box 942896 • Sacramento, CA 94296-0001 (916) 653-7423

Armando Quintero, Director

December 8, 2021

Jordan Daley
Program Specialist
City of Oroville
1735 Montgomery Street
Oroville, CA 95965

Re: Project Number: XS-04-014, Hewitt Park, Phase 2, \$4,583,710

Dear Jordan Daley:

Congratulations! The Office of Grants and Local Services (OGALS) is pleased to inform you that the project above has been selected for funding through the Proposition 68 Statewide Park Development and Community Revitalization Program! This round was highly competitive, with 468 project applications requesting \$2.42 billion.

We look forward to working with your agency to ensure successful completion of the project. Your project file has been transferred to our grant administration section. Your grant administration Project Officer will contact you soon to schedule a mandatory grant administration technical assistance workshop. As a reminder, funding is not guaranteed until the grant contract is signed by your agency's authorized representative and the State of California. If you have grant administration questions, please contact your Grant Administration Project Officer Lydia Willett at Lydia.Willett@parks.ca.gov.

We appreciate our partnership with local agencies to improve the health and wellness of communities by creating new parks and recreation opportunities. Again, congratulations on this project selection!

Sincerely,

Armando M. Quintero, Director California State Parks

cc: Project file



LANDSCAPE ARCHITECTURAL DESIGN AGREEMENT MELTON DESIGN GROUP, INC. and CITY OF OROVILLE

This AGREEMENT, effective as of the 21st day of March 2022 shall be

BETWEEN the

CLIENT: City of Oroville

Dawn Nevers

1735 Montgomery Street Oroville, CA 95965

530-538-2405 / DNevers@cityoforoville.org

AND the

CONSULTANT: Melton Design Group, Inc.

Gregory V. Melton, President / CEO

820 Broadway Street Chico, CA 95928

530-899-1616 / Greg@meltondg.com

PROJECT: HEWITT PARK RENOVATION, OROVILLE, CA

DESIGN, CONTRACT/BID DOCUMENTS and CONSTRUCTION ADMINISTRATION

DESIGN TEAM:

- 1. Melton Design Group Team Lead and Park Designers and Landscape Architects.
- 2. MHM Civil Engineering Survey, Civil Engineering and Utilities.
- 3. Rain Drop Water Play Spray Ground Designers
- 4. Slater Electrical Engineering Lighting, Electrical and Camera (sub with local camera specialists)
- 5. Streamline Structural Engineering
- 6. Well Consultant TBD

SECTION 1 – SCOPE OF SERVICES

TASK 1 – PROJECT LAUNCH, PROGRAM DEVELOPMENT and PROJECT COORDINATION

- 1.1 Kick-off meeting with the Client and State of California
- 1.2 Develop program of elements.
 - a. Discuss all possible opportunities and study constraints directing the design.
- 1.3 Conduct bi-monthly meetings / phone calls.
- 1.4 Project management throughout design.





TASK 2 – SITE ANALYSIS, BASE DEVELOPMENT and TOPOGRAPHY

- 2.1 Site Visit and Analysis onsite and surrounding analysis to confirm existing conditions.
 - a. Confirm utilities and drainage on plans and onsite.
 - b. Identify all elements onsite that are to remain and to be removed.
 - 1) Confirm existing elderberry location, size and setbacks (flagged and logged by consultant)
 - 2) Coordinate existing bank conditions
 - 3) Locate and identify all trees with DBH.
 - 4) Locate existing irrigation mainline and valves.
 - 5) Create as-builts for existing restroom for possible addition.
 - c. Obtain all site conditions from sun, wind, views, neighbors, uses, etc.
 - d. Work with well specialist to identify key area for new well.
- 2.2 Topographic survey of project area including existing elderberry that are within project boundaries
- 2.3 Base Map of existing site conditions using new topographic survey and existing as-builts.
- 2.4 Utility with preliminary drainage, water, electrical and sewer analysis and discussion with City and Butte County EH for Spray Ground.
- 2.5 Client / Team meeting to discuss Scope of Work, design needs and specific desires for the project.
- 2.6 Refine the program of elements and coordinate with Client to prioritize and include Client's desires.

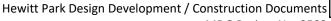
TASK 3 – SCHEMATIC DESIGN CONCEPT, PUBLIC OUTREACH and COST ESTIMATE

- 3.1 Review previous Outreach and integrate into new revised program.
- 3.2 Create Schematic Design plan with alternatives and preliminary Cost Estimates.
 - a. Rendered Drawings.
 - b. Sections / Sketches.
 - c. Inspiration Photos.
 - d. Cost assessment
- 3.3 Create a NOFA for April 12 submittal.
- 3.4 Present Schematic plans to Staff and Commission. (public meeting)
 - a. Assess design options, concepts and re-assess prioritized elements.
 - b. Client to provide additional direction and comment.
 - c. Gain Commission and public input
- 3.5 Finalize Schematic Design and Cost Estimate.
 - a. 3D Color Renderings and Perspectives multiple rendered views of key elements.
 - b. Element Photo Boards and cut sheets.
 - c. Cost Estimate.

TASK 4 – DESIGN DEVELOPMENT, COSTS and APPROVALS

- 4.1 Create Design Development plan with alternatives for Staff review.
- 4.2 Preliminary engineering of storm drain, sewer and LID measures.
 - a. Digital Plan.
 - b. Cutsheets.





MDG Project No: 2502 March 21, 2022



- c. Detail / Finishes.
- 4.3 Preliminary Well design and review.
- 4.4 Coordinate with City of Chico Public Works Engineering and County EH for utilities, spray park and plan review.
- 4.5 Preliminary DD documents for review and comment by staff.
- 4.6 Final Design Development Plan and Costs to gain staff approval
- 4.7 Update to Parks and Recreation Commission to approve Design Development Plans.

TASK 5 – CONSTRUCTION DRAWINGS, SPECIFICATIONS and SUBMITTALS (75% and 100%)

- 5.1 DEMOLITION PLAN Show location of all elements that require removal and offsite disposal.
- 5.2 GRADING and DRAINAGE PLAN Show grades at all key points and general topography.
 - a. Identify areas, if needed, requiring imported soil for better drainage and plant health.
 - b. Show drainage patterns with slopes and compaction.
 - c. Detailed grading plan with spot elevations.
 - d. Drainage plans and details.
- 5.3 CONSTRUCTION PLAN Show location and layout of all proposed hardscape, restroom, play, pathways, fencing, signage, lighting and utilities.
 - a. Material description and detail reference of all parts of the project
 - b. Well plan and details City and County review
- 5.4 SPRAY GROUND PLAN Layout, nozzle, supply, pump system, etc.
- 5.5 IRRIGATION PLAN RETROFIT Irrigation plan with complete water use information including all water use calculations for all planting areas.
 - a. Identify all irrigation water use zones (trees, shrubs and ground covers) along with mainline, new and existing valves, point of connection and meters.
 - b. Show new valves, flow valves and controller layout.

WATER USE CALCULATIONS, SCHEDULING and GUIDELINES

- c. Provide water use calculations identifying maximum applied water allowance and quantity of water use.
- d. Develop water use schedule with seasonal adjustments along with estimated water use calculations.
- e. AB 1881 certificate of completion at end of project.
- 5.6 PLANTING PLAN Identify all proposed plant species, water use, size and type.
 - a. Drought tolerant, low-maintenance adaptive plants and California natives where possible.
 - b. Provide all surface material, gravel, boulders, etc.
- 5.7 DETAIL SHEETS Construction details of all proposed elements.
- 5.8 SPECIFICATIONS Book form to describe required materials, workmanship and grading, planting and irrigation techniques. Including requirements for contractor-supplied as-built drawings.
- 5.9 COST ESTIMATE Calculations and detailed cost estimate to verify budget and bid documents.
- 5.10 SUBMITTALS Sets of development plans for the Client; revise construction documents, as required, for approval. Submittal of construction documents to Client at 75% and 100%-Final.

DELIVERABLES:

- Meetings with staff for Review and Comments
- Construction Plans 75% and 100%-Final





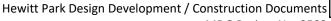
TASK 6 – BID ADMINISTRATION and CONTRACTOR SELECTION

- 6.1 Prepare PDF plan set, bid sheet and schedule to include in Bid Documents.
- 6.2 Prepare content Bid Documents, Notice to Contractors and Special and General Provisions. (support with CITY Attorney)
- 6.3 CITY to provide Bid Forms and collect bids from contractors with MDG to synthesize.
- 6.4 Attend pre-bid walk of the site and review of plans.
- 6.5 MDG to provide Addenda and Requests for Information (RFIs) Provide clarifications of the construction documents to contractors.
- 6.6 BID REVIEW Review bids with Parks and Recreation to verify that they conform to standards set forth in the specifications of the Project.

TASK 7 – CONSTRUCTION ADMINISTRATION and INSPECTIONS

- 7.1 SUBMITTALS and RFIs Review and accept or deny required contractor submittals, RFIs, cutsheets and samples.
- 7.2 SCHEDULED SITE VISITS Participate in 7-9 meetings / project site visits with the project contractor and Client staff to review the progress of construction and inspect the site and work at determined milestones.
 - a. Kick-off with contractor to discuss methodology and schedule.
 - b. Demolitions marked prior to removal.
 - c. Rough grading and drainage prior to hardscape construction. (CITY-MDG)
 - d. Site accessories such as fences, utilities and access. (CITY-MDG)
 - e. Hardscape layout and forming prior to pouring concrete and sample finish.
 - f. Playground inspection review
 - g. Restroom modifications
 - h. Finish grading of new areas along with drainage trench. (CITY-MDG)
 - i. Irrigation installation, trench depth, backfill, clock adjustments and system operations.
 - j. Plant material inspection. (onsite, coordinate previously prior to planting)
 - k. Pre-maintenance period observation and punch list to confirm completion. (CITY-MDG)
 - I. Final walk-through/post-maintenance period punch list. (CITY-MDG)
 - m. AB 1881 Requirements Provide Certificate of Completion to Client.
 - n. MDG to perform all other inspections including play equipment certifications.
- 7.3 As-Built Drawings developed from contractor drawings.
- 7.4 Project closeout process.





MDG Project No: 2502 March 21, 2022



COST SUMMARY PER TASK

TOTAL	\$ 467,504
CONTINGENCY (upon written approval)	\$ 20,000
REIMBURSABLES (2.5%)	\$ 10,768
TASK 7: CONSTRUCTION ADMINISTRATION and INSPECTIONS	\$27,164
TASK 6: BID ADMINISTRATION and CONTRACTOR SELECTION	\$11,400
TASK 5: CONSTRUCTION DOCUMENTS and SUBMITTALS (75% and 100%-Final)	\$ 247,630
TASK 4: DESIGN DEVELOPMENT, COSTS and APPROVALS	\$42,700
TASK 3: SCHEMATIC DESIGN CONCEPT, PUBLIC OUTREACH, COST ESTIMATE	\$44,200
TASK 2: SITE ANALYSIS, BASE DEVELOPMENT, WELL and TOPOGRAPHY	\$ 28,242
TASK 1: PROJECT LAUNCH, PROGRAM DEVELOPMENT and PROJECT COORDINATION	\$ 35,400

Billing will occur monthly. If the project scope changes in a way that could cause the additional or less work beyond this contract, Landscape Architect will dictate an addendum to contract and notify owner prior to exceeding or reducing the estimate.

SECTION 2 - BASIS OF COMPENSATION

Compensation for services described in Section 1 shall be a not to exceed fee of \$ 467,504. Charges for Services described in Section 1 shall be billed monthly in proportion to the work completed. Client agrees to pay Consultant within thirty (30) days after the date of billing. Payments due Consultant and unpaid under this Agreement shall bear interest on the unpaid balance at a rate of 1.5% per month which is an annual percentage rate of 18%. If payment is not received within forty-five (45) days, Consultant may, at his discretion, stop work until payment is received. For Additional Services, provided under Section 3, compensation shall be on an hourly rates and expense basis in accordance with MDG's Schedule of Rates. Schedule of Rates to be provided at the time Additional Services are requested.

SECTION 3 - ADDITIONAL SERVICES

CONSTRUCTION MANAGER (6 MONTHS – Hired by City of Oroville) \$ 25,000

Services not described in Section 1 shall be provided if authorized in writing by Client. Additional Services include but are not limited to:

- 1. Geotech inspection and testing during construction, as needed. (approx. \$10,500)
- Biologist's inspections on elderberry. (\$TBD)
- 3. Additional meeting, site visits or inspections during construction.
- 2. Permitting fees.
- 3. Construction permits will be by construction contractor.
- 4. Work involving environmental impact reports or initial study.
- 5. Civil engineering or design for off-site improvements.
- Construction material testing such as concrete density or soil compaction tests.
- 7. Work involving making or processing applications for additional permits.
- 8. Renderings, models, computer generated animations or other forms of presentation materials, that go beyond the stipulated plans, drawings and documents outlined in Section 1.

March 21, 2022

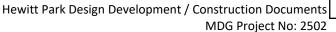


9. Any service or reimbursable expense not included in or in excess of Section 1 that are provided by Melton Design Group, Inc. at your request or concurrence.

MISCELLANEOUS PROVISIONS

- 1. This proposal will remain valid for a time period of 6 months, after which if a contract has not been executed MELTON DESIGN GROUP reserves the right to revise billing rates and fee amounts.
- 2. If project is put on hold for 6 months a 5% startup fee will be assessed.
- 3. Invoices are due and payable within 30 days of receipt. A fee of 1.5% interest will be charged per month if past 30 days.
- 4. This Agreement is governed by the law of Landscape Architect's principal place of business.
- 5. This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.
- 6. If any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- 7. Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- 8. Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for other parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- 9. Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.
- 10. Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- 11. To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.
- 12. Client acknowledges and agrees that proper project maintenance is required after the Project is complete. A lack of or improper maintenance in areas such as irrigation equipment may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties







March 21, 2022

to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

- 13. Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- 14. Landscape Architect agrees to provide its professional services in accordance with generally accepted standards of its profession.
- 15. Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to:

Landscape Architects Technical Committee 2420 Del Paso Road, Suite 105, Sacramento, CA 95834. (916) 575-7230

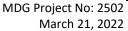
Let us know if you have any questions concerning this proposal. If the above meets your approval, please sign and return a copy.

Sincerely,

Greg Melton, President / CEO

Principal Landscape Architect RLA #4217

Melton Design Group, Inc.





2022 SCHEDULE OF RATES

MDG PERSONNEL

Principal Landscape Architect	\$180.00 / hour
Project Manager	\$145.00 / hour
Irrigation Specialist	\$130.00 / hour
Graphic Designer	\$115.00 / hour
Designer/Technician	\$ 95.00 / hour
Administration	\$ 85.00 / hour

REIMBURSABLE EXPENSES

Black & White Copies 8.5 x 11	\$.30 each
Black & White Copies 11 x 17	\$.55 each
Color Copies 8.5 x 11	\$ 1.35 each
Color Copies 11 x 17	\$ 2.50 each
Binding Covers 8.5 x 11	\$ 3.00 each
Binding Covers 11 x 17	\$ 6.00 each
Black & White 24 x 36 Print	\$ 5.40 each
Black & White 30 x 42 Print	\$ 7.88 each
Color 24 x 36 Print	\$28.86 each
Color 30 x 42 Print	\$42.09 each
Premium Color Glossy Plan Print	\$62.50 each
Foam Core 24 x 36	\$13.25 each
Foam Core 30 x 42	\$15.75 each
Flash Drive	\$ 9.00 each
Overnight Mail	Cost Plus 15%
Courier	Cost Plus 15%
Photography	Cost Plus 15%
Soils Analysis	Cost Plus 15%
Travel / Automobile	\$.62 per mile

Note: Rates subject to change after one year of proposal





MDG Project No: 2502 March 21, 2022



I hereby authorize Melton Design Group, Inc. to proceed with the work as set forth in this contract.

Date:	Ву:
	Print Name:
	Title:
	Company:
NAME AND ADDRESS \	WHERE BILLINGS ARE TO BE SENT:
Print Name and Title: _	
Company Project # or F	Reference Name:
Phone #:	Email:
Mailing Address:	
State / Zip Code:	
	ient for billings, please add Email below.
Email:	
All checks are to be ma	ailed to: Melton Design Group, Inc. 820 Broadway Street Chico, CA 95928
Billing Questions:	Teresa Walsh, Controller





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST COMMUNITY DEVELOPMENT DIRECTOR

WES ERVIN, CITY PLANNER

RE: AGREEMENT WITH PLACEWORKS, INC. AND BUDGET ADJUSTMENT

FOR AN AMENDMENT TO THE GENERAL PLAN CIRCULATION ELEMENT TO INCORPORATE "VEHICLE MILES TRAVELED"

ANALYSIS.

DATE: APRIL 5, 2022

SUMMARY

The City Council will consider an agreement with Placeworks, Inc. to amend the Circulation Element of the General Plan to incorporate Vehicle Miles Traveled (VMT) analysis as required by the State. The action includes creating a Budget Adjustment for the agreement.

DISCUSSION

In August 2021 the Council approved issuing an RFP for a consultant to update the Circulation Element of the General Plan. Instead, with the City Attorney's approval for a sole source contract, staff approached Placeworks, Inc., who previously had prepared Oroville's 2015 General Plan Update and worked on the 2015 Climate Action Plan. Placeworks is also currently performing very similar work for Butte County.

The Placeworks proposal has several options, including:

- 1. The basic Circulation Element update assuming an Addendum to the existing General Plan EIR will be adequate (\$90,000).
- 2. An augmentation in case the Element update requires a Supplemental EIR (adds an additional \$53,000 -113,000).
- 3. An optional Greenhouse Gas inventory update and Climate Action Plan revision (\$135,000 180,000).

Staff requests Council approval of the basic update for \$90,000, with a not-to-exceed \$150,000 in case a Supplemental EIR becomes necessary. The approval includes authorizing a corresponding Budget Adjustment.

FISCAL IMPACT

\$90,000 to \$150,000 from the General Fund.

RECOMMENDATION

1. Adopt Resolution No. 9040 -- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZ ING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND PLACEWORKS, INC. (Agreement 3409), WITH A CORRESPONDING BUDGET ADJUSTMENT.

ATTACHMENTS

- 1. August 3, 2021 Council staff report explaining the reasons for the update.
- 2. Resolution no. 9040
- 3. Agreement no.3409

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CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST COMMUNITY DEVELOPMENT DIRECTOR

WES ERVIN, CITY PLANNER

RE: GENERAL PLAN AMENDMENT TO INCORPORATE "VEHICLE MILES

TRAVELED" ANALYSIS

DATE: AUGUST 3, 2021

SUMMARY

The State now requires all local jurisdictions to incorporate Vehicle Miles Traveled (VMT) analysis into all project environmental reviews. This requirement is killing housing projects throughout the state, especially in rural communities. Staff instead proposes to conduct a programmatic city-wide analysis and seeks Council's direction to move forward.

DISCUSSION

Effective July 1, 2020, all local jurisdictions are required to analyze the VMT's generated by new development projects if they require General Plan or Zoning amendments or are otherwise discretionary. The explanation below is over-simplified for clarity.

VMT analysis requires sophisticated and expensive gravity modeling. As an example, each new single-family household generates about 9.2 vehicle trips per day¹, with the distances travelled dependent on how close shopping, schools and employment are to the new home.

The State's recommended threshold of significance is 110 vehicle trips per day, the equivalent of about 11 homes. Any larger subdivision will thus generate significant impacts, which triggers an Environmental Impact Report, and if the impacts are significant and unavoidable, project approval would require a Statement of Overriding Considerations. Since the City has at least 3 active subdivision prospects of about 100 homes each, an EIR would be triggered for each project. Mitigation is not viable in rural communities such as Oroville because of the distances, and because transit, bicycle and walking are infeasible.

Alternative approach

Instead of requiring an EIR for every new housing project, staff proposes to take the global approach of incorporating VMT analysis into the General Plan and assessing future VMT's city-wide based on expected growth. Several communities, including Vacaville and Murrieta, are taking this approach. Staff intends to make as few changes as possible to the General Plan, which includes amending the Circulation Element, possibly updating our Greenhouse

¹ Institute for Traffic Engineering

Gas emissions (GHG), and drafting an associated Supplemental EIR. If the analysis shows that future VMT impacts will be significant and unavoidable, staff would ask the Council to adopt the amended General Plan and a Statement of Overriding Considerations that applies City-wide, and that declares housing development to be more important than reducing emissions.

FISCAL IMPACT

The Circulation Element Update, GHG emissions inventory update and SEIR will likely cost in the \$200,000 range and take 9-12 months to complete.

RECOMMENDATION

Direct staff to plan the programmatic approach, issue a Request for Proposals, and return with a detailed budget and schedule for Council's approval.

ATTACHMENTS

none

Page 2

ATTACHMENT A CONTRACT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of ______ by and between the City of Oroville, a municipal corporation ("City") and Placeworks, Inc. ("Consultant") to provide consulting services for an update of the Oroville General Plan Circulation Element.

RECITALS

- A. Consultant is specially trained, experienced, and competent to provide the services as required by this Agreement; and
- B. Consultant possesses the skill, experience, ability, background, license, certification, and knowledge to provide the services described in this Agreement on the terms and conditions described herein; and
- C. City desires to retain Consultant to provide administrative and technical services relating to the completion of the Circulation Element Update in accordance with the Scope of Work in Attachment A.

AGREEMENT

- SCOPE OF SERVICES. The Consultant shall furnish but are not limited to the Scope of Work as described in the Attachment A.
- TIME OF PERFORMANCE. The project shall be completed within nine (9) months
 unless extended with prior approval of the City.
- 3. <u>COMPENSATION.</u> Compensation to be paid to Consultant is set forth as follows: In no event shall Consultant's compensation exceed the amount of:
 - a. <u>Ninety thousand (\$90,000) dollars</u> with an Addendum to the General Plan EIR, or

b. One hundred fifty thousand (\$150,000) dollars if a Supplemental EIR is necessary

without additional written authorization from the City. Payment by City under this agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

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

and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents, and other writings to City within three (3) days after written request.

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

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

10. <u>LOBBYING</u>

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

11. CONSULTANT'S BOOKS AND RECORDS.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.
- b. Consultant shall maintain all documents and records which demonstrate Agreement No.

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

claim it may have to any such rights.

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

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

- will conduct research and arrive at conclusions with respect to its rendition
 of information, advice, recommendation, or counsel independent of the
 control and direction of the City or any City official, other than normal
 agreement monitoring; and
- possess no authority with respect to any City decision beyond rendition of information, advice, recommendation, or counsel. (FPPC Reg. 18700(a)(2).)
- 14. PROFESSIONAL ABILITY OF CONSULTANT. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work under this Agreement shall be performed by Consultant and shall be in accordance with Agreement No.

applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

- 15. <u>COMPLIANCE WITH LAWS.</u> Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
- 16. <u>LICENSES.</u> Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
- 17. <u>INDEMNITY.</u> Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
- 18. <u>INSURANCE REQUIREMENTS.</u> Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "B" attached hereto.
- NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such Agreement No.

notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

> If to City: Bill LaGrone, City Administrator **City of Oroville**

1735 Montgomery Street Oroville, CA 95965-4897

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- 20. ENTIRE AGREEMENT. This Agreement constitutes the complete and exclusive statement of agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.
- 21. <u>AMENDMENTS.</u> This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
- 22. ASSIGNMENT AND SUBCONTRACTING. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual Agreement No.

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- relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.
- 23. <u>WAIVER.</u> Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
- 24. <u>SEVERABILITY.</u> If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- 25. <u>CONTROLLING LAW AND VENUE.</u> This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Easter District of California.
- 26. <u>LITIGATION EXPENSES AND ATTORNEYS' FEES.</u> If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
- 27. MEDIATION. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five Agreement No.

mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

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

- 31. <u>DISCRIMINATION ACTS AND ASSURANCES.</u> The Consultant during the performance of this Agreement assures that no otherwise qualified person, shall be excluded from participation or employ, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.
- 32. <u>DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 3</u> REQUIREMENTS. If the work to be performed under this Agreement is on a project assisted under a program assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170lu. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of this project. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFG Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying The City at direction from the State, will take with these requirements. Agreement No.

appropriate action pursuant to this agreement upon a finding that the Consultant or its subcontractor(s) is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135.

- 33. NONDISCRIMINATION CLAUSE. During the performance of this Agreement, Consultant and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et. seq.) And the applicable regulations promulgated thereunder (California Code of Regulation, Title 2, The applicable regulations of the Fair Housing Section 7258.0 et. seq.) Commission implementing the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant shall give written notice of their obligation under this clause to labor organizations with which they may have a collective bargaining or other Consultant shall include the nondiscrimination and compliance agreement. provisions of this clause in all subcontracts to perform work under this Agreement. Consultant shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this contract.
- 34. EQUAL EMPLOYMENT OPPORTUNITY. In rendering the services contemplated by this agreement with CITY, Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin. Consultant shall comply with Title IV of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section. Consultant shall also comply with Executive Order Agreement No.

11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR, Part 60).

Furthermore:

- a. Consultant shall take affirmative action to insure that job applicants are employed and that employees are treated during employment without regard to race, religion, sex, color, age, national origin, or physical handicap. The term "affirmative action" shall include, but not be limited to: employment, upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- Consultant agrees to post such notices, to be provided, setting forth the provisions of this equal employment opportunity and affirmative action program.
- c. Consultant shall in all solicitations or advertisements for employees placed by or on behalf of the Consultant state that all qualified applicants will receive consideration to employment without regard to race, religion, sex, color, age, national origin, or physical handicap. Notification that Consultant is an "Equal Opportunity Employer" or "EOE" constitutes satisfaction in this notice requirement.
- 35. <u>FAIR EMPLOYMENT PRACTICES.</u> Consultant will permit access to records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Agreement No.

Practices Provision. In the event of any violations by the Consultant of state fair employment laws, the State of California shall have the right to terminate this Agreement either in whole or in part. In the event of such termination, any loss or damage sustained by the State of California and/or the City in securing the goods or services hereunder shall be borne and paid for by the Consultant and by their surety under performance bond, if any, and, in addition to other remedies, the State of California and the City may deduct from any monies due or that thereafter become due to the Consultant the difference between the price named in the particular agreements and the actual cost thereof to the State of California and the City.

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

 ACTS ASSURANCE During the performance of this Agreement the Consultant assures that no otherwise qualified person shall be excluded from the participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age or handicap, under any program or activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I, of the Housing and Community Development Act Agreement No.

of 1974, as amended, the Age Discrimination Act of 1975 and the Rehabilitation Act of 1973, and all implementing programs.

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

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C., 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Consultant will send to each labor organization or representative of workers with which there is a collective bargaining agreement or other agreement or understanding, if any, a notice advertising the said labor Agreement No.

- organization or worker's representative of the commitment under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 Clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon finding the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractor or subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

39. STATE NONDISCRIMINATION CLAUSE

a. During the performance of this Agreement, Consultant and its subcontractors shall not lawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin,

ancestry, physical handicap, medical condition, marital status, age (over 40), or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code Section 12990), set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

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

IN WITNESS WHEREOF, the parties have	caused this Agreement to be executed on
the day of2021, at City of Oroville	, California.
CITY OF OROVILLE A Municipal Corporation	
Mayor, Chuck Reynolds	
CONSULTANT	
Name of Principal: Title:	
APPROVED AS TO FORM:	ATTEST:
By: City Attorney, Scott E. Huber	By: Assistant City Clerk, Jackie Glover
Attachments:	
A. Scope of WorkB. Insurance Requirements	



January 19, 2022

Wes Ervin, Planner City of Oroville 1735 Montgomery Street Oroville, CA 95965

Subject: VMT Analysis, General Plan Circulation Element Update, GHG Inventory Update and **Environmental Review**

Dear Wes:

Thank you for this opportunity to prepare this revised proposal to update the City's Circulation Element (to reflect the change from LOS to VMT), review the existing General Plan to see if other elements need an update, and provide a supplemental EIR based on the existing General Plan EIR.

As we discussed, we have prepared a concise scope that emphasizes key components of our approach to this project, along with line-item costs for each proposed task. PlaceWorks has a long history of working in Oroville, including previous work on the City's General Plan and CAP. We believe that we can leverage our successful and productive relationship to lead an efficient and cost-effective process for the update.

I will serve as principal-in-charge of this effort and will be supported by the director of our Climate Action and Resiliency practice, Tammy L. Seale. Charlie Knox, a principal based in our Berkeley office, will assist with the review of the General Plan and serve as a senior advisor for the project. Fehr & Peers, a long-time collaborator of ours, will provide transportation services, lead update of the Circulation Element, and support the CAP update.

Project Understanding

We view this project as a technical refresh of the City's General Plan. State law has changed, as have some local and regional priorities. We will work with the City to change things necessary to remain compliant with regulations and to meet the needs of the City. As a key to the technical update, we can build upon the investment the City made in its previous General Plan and extend the life of the plan.

The work effort is not a wholesale re-write of the General Plan, but rather a review of the current goals, policies, and programs to render the plan easier for the City to implement. Key objectives of this work include:

- » VMT analysis
- » Circulation Element update
- » Greenhouse gas (GHG) Inventory update (optional or later task)
- » Climate Action Plan (CAP) update (optional or later task)
- » Environmental review
- » Project management/meetings

Scope of Work

We recognize that it may be necessary to refine the scope as the project progresses and will be happy to work with you to ensure the successful completion of the project.

REVIEW OF EXISTING GENERAL PLAN

PlaceWorks will meet with City staff to discuss the status of policy implementation and review issues that staff believes should be addressed as part of the update. We'll discuss ideas on potential policy changes and methods of addressing State requirements with a clear City of Oroville focus. We will prepare a memorandum that summarizes the new legal requirements for the General Plan, and where the current plan may need revision.

VMT Analysis/Circulation Element

In discussion with the City, land use growth and associated circulation diagram improvements are not expected to change as part of this general plan update. Instead, this update to the general plan is intended to address VMT impacts of the plan and to provide a streamlined CEQA review of subsequent projects. Given the City's desired objectives, we will review any modifications to the general plan elements to determine if they would affect the projected growth and traffic forecasts based on the recently updated BCAG Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS) model that was modified for SB 743 purposes. If a substantial change is identified, then Fehr & Peers will develop a specific scope of work for that additional analysis.

Our team will rely on the existing 2020 post-Camp Fire model scenario to represent baseline conditions and the 2040 RTP/SCS scenario to represent cumulative conditions. If the general plan update does not result in a change to the land use growth forecasts or circulation diagram, then the 2040 RTP/SCS scenario will represent both the no project and plus project scenarios for purposes of the CEQA transportation impact analysis. The model will be used to generate the following VMT metrics for use in the analysis of transportation impacts as well as impacts to air quality, greenhouse gases, and energy consumption.

- home-based VMT per resident
- home-based work VMT per employee
- total VMT generated by land uses in Oroville
- total VMT by speed bin model wide

Fehr & Peers will collaborate with the City and PlaceWorks to develop appropriate VMT impact thresholds for the general plan that build off our work on the interim VMT thresholds for Butte County. At a minimum, we propose to generate the first two metrics for each traffic analysis zone (TAZ) in the city. The corresponding citywide and regional average values for these two metrics will also be provided. The thresholds will be applied to determine whether the change in VMT associated with the general plan update will cause a significant impact. Any significant VMT impact will be mitigated to the extent feasible by plan policies and actions. Ideally, any feasible mitigation can be implemented as standard conditions of approval for subsequent land use projects and those projects can take advantage of Government Code Section 15183 to relieve future projects consistent with the plan from further VMT impact analysis.

To complete the transportation impact analysis for CEQA, Fehr & Peers will also analyze potential impacts to transit, walking, bicycling, and safety. This analysis will rely on qualitatively evaluation regarding whether implementation of the plan would disrupt existing, or interfere with planned, facilities and services for these modes. For safety, we will assess the city's proposed circulation improvements for consistency with applicable design standards and describe the city's process for evaluating collision history and risk to minimize future collisions. If Caltrans provides a safety evaluation for the state highway system, that information will be incorporated into the transportation impact section.

Documentation will include preparing the administrative draft transportation impact chapter of the general plan EIR following the format provided by PlaceWorks. Up to 8 hours has been budgeted to respond to comments and prepare the public draft chapter. An additional 4 hours has been budgeted to respond to public comments. Fehr & Peers will attend up to five on-line meetings and is available to attend in-person or additional on-line meetings on a time and material basis.

ENVIRONMENTAL REVIEW

Addendum

Under our approach for the General Plan update, only the areas that have changed will be updated. This means that some General Plan elements will remain relatively untouched through the process, others will have updated information or graphics, and some may have significant revisions. The background memorandum will serve as a roadmap for this effort and provide both the setting discussion and the substantial evidence for the environmental analysis. Accordingly, we believe that the changes to the General Plan are informational and can be accomplished with an Addendum to the EIR for the current General Plan.

Supplement to the General Plan EIR

As requested, the following scope would result in a supplemental EIR to the General Plan EIR (SCH#2014052001) to evaluate the shift from LOS to VMT. With the approach for a supplement to the General Plan EIR, only the areas that have changed as a result of the project will be affected. Before embarking on the supplemental EIR, we advise a meeting to discuss the project, potential changes, and whether any of the CEQA Guideline provisions of § 15162 would result in the need for a supplemental EIR. It is possible that the changes to the General Plan could be accomplished with an Addendum which would save the City money and time. It is unlikely that the project could be completed within 9-months if a supplemental EIR is required.

The following table below shows our assumptions on the contents of the SEIR. Issues with minimal change are those that will need to be updated with new information or graphics, but the overall environmental conclusion would remain unchanged. As can be seen in the table below, we believe many of the EIR sections will remain adequate for the project with no substantive changes. This table is based on our current knowledge of the project and will be refined after the details of the project have been finalized.

ENVIRONMENTAL ISSUE DISPOSITION

ENVIRONMENTAL ISSUE	No Change	MINIMAL CHANGE
Air Quality		X
Biological Resources	X	
Cultural Resources	X	
Energy		X
Geology and Soils	X	
Greenhouse Gas Emissions		X
Hazards and Hazardous Materials	X	
Hydrology and Water Quality	X	
Land Use and Planning	X	
Mineral Resources	Х	
Noise	Х	
Population and Housing	Х	
Public Services	Х	
Recreation	Х	
Transportation		Х
Tribal Cultural Resources1	X	
Utilities and Service Systems	X	
Wildfire	X	
Alternatives	X	
Cumulative	Х	

Notice of Preparation and Scoping Meeting

Once the draft General Plan and zoning changes can be defined, PlaceWorks will prepare an administrative draft of the Notice of Preparation and submit the NOP to the City for review and approval before circulation. PlaceWorks will prepare drafts of all requisite filing forms and submit copies to the State Clearinghouse. This scope assumes the City will file the Notice of Preparation with the County Clerk and will publish the notice in the local paper, starting the 30-day public comment period for the NOP.

A public scoping meeting should be held approximately two weeks into the 30-day public comment period to allow public agencies and the public to provide input on the scope of the EIR analysis. This is also the appropriate time to initiate SB-18 and AB-52 tribal consultation. PlaceWorks will provide a PowerPoint and comment cards in support of the meeting and will attend to explain the CEQA process and the scope of the SEIR. The format of the meeting is not set by CEQA and can range from an open house to a standard presentation. The format for the scoping meeting will be determined with the City as part of the kick-off meeting.

Administrative Draft Supplemental EIR

Preparation of the SEIR will follow the CEQA Guidelines and the process agreed upon by the City at the kick-off meeting. PlaceWorks will prepare administrative drafts of all environmental documents as electronic submittals. The scope assumes a single set of consolidated electronic comments from the City. Public review drafts of all documents will be provided in both electronic and hard copy as requested in the final scope of work. PlaceWorks will also provide electronic draft versions of all notices and transmittals for review by the City.

PlaceWorks will prepare the document for review in separate chapters with graphics. The document will be concise and formatted like the existing General Plan EIR. To the maximum extent practicable, the analysis will rely upon the General Plan EIR and supplement only when the proposed project would change the analysis or the conclusion. At the end of staff review we will meet with staff to discuss the comments and outline changes to the document.

Technical Memos

The following technical analysis will be included in the draft chapters, or as appendices to the SEIR to support the discussion in the document. The memos will include a brief narrative explaining the rationale for model assumptions but will not be lengthy technical studies.

Air Quality and Greenhouse Gas Emissions Analysis

PlaceWorks will conduct an emissions-related analysis of the potential future growth allowed under the proposed General Plan Update beyond current conditions. Emissions associated with the proposed General Plan Update will be predominately quantified using the California Emissions Estimator Model (CalEEMod). The predominate source of emissions is expected to be automobile traffic and the quantification of mobile-source emissions will be derived from the type of information identified in the transportation analysis (vehicles miles traveled, average daily trips, average trip length, etc.). The analysis of the estimated emissions will be based on the Feather River Air Quality Management District (FRAQMD)-recommended methodologies and thresholds of significance, including those documented in the 2010 Review Guidelines.

The proposed General Plan Land Use Map could potentially cite sensitive receptors adjacent to a source of Toxic Air Contaminants (TACs) resulting in significant impacts to air quality and human health. Applicable rules and regulations that would reduce public exposure to TACs, such as proposed General Plan policy provisions, FRAQMD rules and regulations and/or the development of appropriate overlays to avoid exposure of sensitive receptors to adverse levels of TACs will be discussed.

The emissions-related analysis will document existing conditions, current regulations affecting City actions, and potential growth allowed beyond existing conditions with regard to air quality resources and GHG emissions. A draft version of the technical report will be provided for review and comment. After receiving one round of complete and compiled comments, a final version of the report will be prepared to support the SEIR.

Cultural Analysis

The scope assumes that we can rely upon the General Plan EIR and include only the SB-18 and AB-52 process in the Supplemental EIR. PlaceWorks will assist the City in completing the Tribal consultation process. PlaceWorks can include the results of the SB-18 and AB-52 tribal consultation process initiated by the City without the need for additional study. A summary of all materials received during the consultation process will be provided as an attachment to the SEIR.

Public Draft Supplemental EIR

PlaceWorks will make the changes and prepare a public draft General Plan for public circulation. Using the NOP mailing list, PlaceWorks will distribute the Summary chapter of the environmental analysis and the entire General Plan with Technical Appendices in electronic format.

The Public Draft SEIR will be provided in both electronic format for posting on the website and in hard copy with appendices on CD or thumb drive. The scope relies on the City submitting information to the Clearinghouse with their new format.

Final SEIR & Response to Comments

The Final EIR will include response to comments, any edits needed to the Draft EIR, and errata if necessary. PlaceWorks will meet with the City to evaluate the comments received on the Draft EIR and collaborate on responses. PlaceWorks will code each comment to allow efficient review of responses. If there are numerous comments on similar topics, we may recommend master response(s) to ensure a thorough and reasoned response. The response to comments will also differentiate between environmental issues and those that do not affect the adequacy of the SEIR. This scope and budget provide an estimate of the time needed to prepare the Final SEIR; we may need to reevaluate the scope and budget if significantly more comments are received.

PlaceWorks will respond to comments made on the PEIR and provide both the comments and their responses as part of the materials for consideration of the City as part of the adoption. The responses will differentiate between the General Plan policies and the Environmental Analysis. All comments will be provided with a reasoned response. We do not anticipate significant comments as part of this update effort and have budgeted 40 hours to address the comments.

Findings, Overriding Considerations, and Mitigation Monitoring Program

PlaceWorks will prepare Draft Findings of Fact and Overriding Considerations (if necessary) for review by the City based on the set of findings used for the General Plan EIR, or in another format approved by the City Attorney. PlaceWorks will also prepare a Mitigation Monitoring and Reporting Program (MMRP) based on the MMRP from the General Plan EIR and resulting from any changes discussed in the SEIR. PlaceWorks will provide electronic copies of the Findings, and MMRP for use in the staff report. PlaceWorks will assist in preparing the staff report and PowerPoint presentation for the project and will attend the certification hearing(s) for the EIR to answer questions. PlaceWorks will prepare the Notice of Determination for filing by the City.

Task Deliverables

- Notice of Preparation
- Scoping Meeting Materials (PPT, Comment Cards)
- Technical Memorandums summarizing assumptions for:
 - Transportation (F&P)
 - Air Quality and GHG
 - Noise
 - Cultural Resources (SB-18/AB-52 only)
- Administrative Draft Supplemental EIR
- Public Draft Supplemental EIR
- Administrative Draft Final SEIR, Response to Comments
- Public Draft Final SEIR, Response to Comments
- · Draft Public Notices including availability, SCH e-filing forms, Notice of Determination
- Findings, Mitigation Monitoring Program
- · Presentation materials for certification hearings

PROJECT MANAGEMENT/MEETINGS

The PlaceWorks team will work with City staff to initiate the project and gain a thorough understanding of the key issues to address. We will discuss document format, existing resources, staffing and team assignments, and administrative procedures. We will also review the project work program, schedule, products, meetings, and general goals and objectives, and will assign specific project tasks and set key milestones.

In addition to the kick-off/scoping meeting, PlaceWorks will provide ongoing project management, including regular progress reports to staff, regular check-in calls with staff, and budget and schedule reviews as needed to ensure that the project remains on schedule and within budget.

As outlined in the RFP, we will plan for 3 virtual project meetings as well as attendance in person at one Planning Commission meeting and one City Council meeting.

CLIMATE ACTION PLAN UPDATE (OPTIONAL TASK)

At the request of the City this task is changed to optional. The 2015 CAP includes a summary of the community's greenhouse gas (GHG) emissions as inventoried in 2010 and forecasted to 2020, a preliminary vulnerability assessment, a GHG reduction target for 2020, GHG reduction strategies to achieve or exceed the target, climate adaptation strategies, and implementation details including funding and financing options for all strategies. Our update of the CAP (CAP 2022) will allow the City to assess its progress toward the 2020 GHG reduction target, identify new longer term reduction targets, and refine GHG reduction and climate adaptation strategies in response to updated science, best practices, State guidance, and the City's progress with implementation of the 2015 CAP.

The update of the 2015 CAP will result in essentially a new CAP as much of the data and analysis conducted for the 2015 CAP is based on approaches that have been updated since. Oroville CAP 2022 can incorporate and update many of the 2015 CAP's GHG reduction and climate adaptation strategies, but most will at least be revised and re-quantified to reflect the best available data. Including as described above under "GHG Inventory Update", we propose the following key tasks to update the 2015 CAP:

- » Prepare current year GHG inventory and Update 2010 Baseline Inventory.
- » Assess progress of the 2015 CAP.
- » Forecast GHG emissions to 2030 and 2050.
- » Identify and quantify State and regional GHG reduction activities through 2030 and 2050.
- » Identify and quantify existing City GHG reduction programs through 2030 and 2050.

- » Identify GHG reduction targets for 2030 and 2050.
- » Assess gap to achieve targets and identify revised and new GHG reduction strategies.
- » Quantify updated and new GHG reduction strategies.
- » Update climate change vulnerability assessment (VA) for consistency with SB 379.
- » Assess existing adaptation strategies and prepare additional strategies to respond to the VA.
- » Prepare a CAP implementation program.
- » Prepared an updated CAP document (including administrative draft, public review draft, and final versions).
- » Meet with City staff throughout preparation of the CAP.
- » Led or support City staff with community and stakeholder outreach and engagement.
- » Present or support City staff with presentations to the Planning Commission and City Council.

We are prepared to provide an updated CAP that puts the City on a path to continue GHG reductions and to increase resilience to effects of climate change that are already happening and likely to occur in the future. Our goal is to provide an updated CAP that is practical, feasible, and accessible. The estimated fee range for the updated CAP is \$135,000-\$180,000. The range depends on the timeframe of the project and whether all tasks are included and led by PlaceWorks. We're open to talking with City staff to identify tasks that might not be necessary or that could be led by City staff to reduce the consultant costs.

The proposed CAP update does not include a cost-benefit analysis or a GHG inventory of municipal operations. If the City is interested in an updated cost-benefit analysis for the new climate action strategies or an updated inventory of municipal GHG emissions, we can provide a supplemental scope and budget, with the cost-benefit analysis provided by a teaming partner.

Prepare current year GHG inventory and update baseline inventory. PlaceWorks will prepare a community-wide inventory to identify the City's recent level of GHG emissions and to assess progress towards the City's 2020 target, support preparation of business-as-usual forecasts for 2030 and 2050 and allow for a comparison of the City's current and future GHG emission trends. This inventory work will act as a foundation for the CAP 2022 update and will determine the volume of GHG emissions necessary to reduce for the City to meet its new reduction targets. We will work with City staff to select an appropriate baseline year, (either 2019 or 2020). We will follow the methods and data collection processes identified in the U.S. Community Protocol and Local Government Operations Protocol.

As part of this work, Fehr & Peers will update baseline total VMT estimates and prepare up to two future year VMT forecasts using the latest approved BCAG travel demand model developed for the BCAG RTP/SCS. The specific methodology will rely on the origin-destination (OD) trip method, consistent with the methodology outlined in the original Oroville Climate Action Plan. This method accounts for all the VMT associated with trips that have at least one trip end in the city. Trips that share trip ends across two jurisdictions (i.e., a trip from unincorporated Butte County to the City of Oroville) are discounted by 50% to acknowledge that each jurisdiction is only responsible for half of the VMT.

To ensure the current year inventory is comparable to the inventory prepared as part of CAP 2022 is consistent with the 2010 inventory, PlaceWorks proposes to update the 2010 inventory. This update will apply the same methods and data sources to these existing inventories as are used for CAP 2022, allowing for an accurate comparison across all inventory years.

Prepare forecasts for 2030 and 2050. The PlaceWorks team will use the GHG emissions inventory to prepare a forecast of community-wide emissions for the calendar years 2030 and 2050. This "business-as-usual" forecast will show expected emissions without the benefit of any existing reduction activities from State, regional, and local activities. We will rely on regional datasets to prepare the forecast, along with local growth expectations and development projections. These expectations will be consistent with the Oroville General Plan to the extent

they are applicable. Fehr & Peers will provide 2030 and 2050 VMT forecasts, using the appropriate travel demand model.

Review CAP and confirm implementation of GHG reduction strategies; Quantify ongoing reductions of planned/programmed City commitments/strategies; Quantify benefit of state and regional programs. As a part of this effort, the PlaceWorks team will quantify GHG reduction efforts because of existing and planned State, regional, and local actions. We will use these estimates to better understand the progress that Oroville has made in reducing GHG emissions. We expect to quantify the benefits of actions such as the Renewables Portfolio Standard (RPS), statewide clean car standards and the Low Carbon Fuel Standard (LCFS), the Title 24 Building Standards Code, zero-emission bus regulations, and others as appropriate.

Update GHG reduction targets; Identify gap to achieve targets. Oroville's 2015 CAP identifies a 2020 GHG reduction target of 11 percent below the 2010 baseline which was determined to be consistent with the state's target to reduce emissions 15 percent below 1990 levels by 2020. As part of the CAP update, we will identify a 2030 GHG reduction target consistent with the SB 32 target of 40 percent below 1990 levels, plus longer-term targets for 2040 and 2050 consistent with the State's goals for a minimum reduction of 80% percent below 1990 levels toward a goal of carbon neutrality. The State is currently updating the Climate Change Scoping Plan to identify the State's pathway to carbon neutrality. The City has discretion to select its GHG reduction target for a qualified GHG reduction strategy but must provide substantial evidence to support its target. The PlaceWorks team will review options for the City and present those for consideration by staff and community stakeholders.

Update GHG reduction strategies and identify new strategies and actions needed to close gap/reach target. The PlaceWorks team will work with City staff and community stakeholders to prepare GHG reduction strategies for both community-wide and City operations emissions that meet City targets. We will revise, update, and incorporate measures in the 2015 CAP as feasible and appropriate, while others will be entirely new and take advantages of technologies, regulations, and other advances that were not available when the 2015 CAP was prepared. We anticipate that these measures will address emerging issues such as the increased adoption of electric vehicles, efforts toward zero waste, advances in agricultural practices, decarbonization of the built environment, and many other transformations. All reduction measures will be developed to be appropriate to Oroville and to enable the GHG emission reductions necessary to achieve the City's selected targets, while still emphasizing practical and feasible solutions that reflect the City's unique characteristics.

After developing the reduction measures and confirming them with City staff, we will quantify the GHG reduction potential from these measures for the years 2030 and 2050. We will use case studies, peer-reviewed scientific applications, State guidance documents, and other verified sources to support these calculations, ensuring a high level of accuracy. We will provide an Excel workbook to ensure transparency, clearly documenting all methods and assumptions and laying out all sources. This approach will allow others to replicate the calculations and verify their accuracy. All calculations will identify the GHG reduction potential, the level of participation under the identified performance indicator, and all associated resource savings (e.g., kWh reductions in electricity use or decreases in gallons of water used). We will allow City staff to view different levels of implementation for each measure, supporting efforts to achieve the greatest level of GHG reductions that are appropriate for Oroville.

Update climate vulnerability assessment and climate adaptation strategies. The CAP includes a preliminary vulnerability assessment (Chapter 5) to identify community elements that may be exposed to future climate change. The analysis indicates that water supply, public health, and transportation infrastructure are three valuable community assets with high potential to suffer consequences from changes in the existing climate. Although the vulnerability assessment was consistent with State available at the time, the State has since updated its guidance for local adaption planning, including vulnerability assessment. As the lead consultant for the State's guidance document, the California Adaptation Planning Guide, PlaceWorks will update the vulnerability assessment to reflect current best practices and guidance. We anticipate review of additional climate hazards, community assets. and populations as part of the update. The updated vulnerability assessment will guide the need to update and add adaptation strategies for consistency with the State's requirements for

climate adaptation and resiliency planning as outlined in California Government Code Section 65302(g)(4) as amended by Senate Bill 379. These strategies will emphasize strategies that build resiliency through "no regret strategies" that also provide short-term co-benefits, including providing financial savings to community members, improving public health, and conserving natural resources. We will also prepare strategies that establish a foundation for long-term climate adaptation, working to improve community resiliency in the coming decade. The adaptation strategies will reflect the specific conditions and vulnerabilities in Oroville. PlaceWorks will incorporate recommended strategies in the California Adaptation Planning Guide and will adapt applicable state efforts as presented in the Safeguarding California Plan. We will also look to other case studies and best practices in the State's Adaptation Clearinghouse resource and others.

Lead or support City staff with public hearings and community meetings. Outreach and engagement should occur throughout the planning process as it is essential to continued success of GHG reduction and adaptation efforts. Through this process the PlaceWorks team will partner to support ongoing education and information sharing with staff, elected officials, and community members in support of meaningful engagement and input to support preparation of the CAP goals and strategies. Our approach and budget can support a mix of engagement opportunities during the key phases of the project, including community events, online engagement, stakeholder meetings, and staff engagement. City staff are an important stakeholder in the CAP preparation process as well.

Update CAP. After completing the technical analyses, PlaceWorks will prepare an administrative draft CAP. It will present summaries of the technical analyses, the adaptation and mitigation strategies, and an implementation program. Prior to drafting the CAP, we will collaborate with City staff to identify an outline that meets requirements for the CAP as confirmed by City staff, members of the public, commissions, and City Council. We will also prepare a document template in Word that supports a graphically rich presentation of information. We anticipate preparation of a public review draft CAP and final CAP though additional versions can be prepared.

Proposed Schedule

We understand the City is aiming to meet these project goals in a nine-month schedule. Once contracted, we will work with City staff to set dates for key deliverables. We will plan regular check-in calls to ensure that we are sticking to the schedule.

Cost Estimate

TASK	COST
Addendum (includes SB-18 consultation)	\$19,000
Supplemental EIR	\$65,000 - \$125,000
Project Management/Meetings	\$12,000
VMT Analysis/Circulation Element	\$55,000
Expenses, Copies, Miscellaneous	\$4,000
Total w/Addendum	\$90,000
Total w/Supplemental EIR	\$143,000 - \$203,000
OPTIONAL TASK AT CITY DISCRETION	
Prepare current year GHG inventory and update baseline inventory.	\$20,000
Prepare forecasts for 2030 and 2050.	\$3,500
Review CAP and confirm implementation of GHG reduction strategies; Quantify ongoing reductions of planned/programmed City commitments/strategies; Quantify benefit of state and regional programs.	\$8,000
Update GHG reduction targets; Identify gap to achieve targets.	\$3,500
Update GHG reduction strategies, identify new strategies and actions needed to close gap/reach target, and quantify GHG reduction potential.	\$30,000-\$40,000
Update climate vulnerability assessment and climate adaptation strategies.	\$20,000
Lead or support City staff with public hearings and community meetings.	\$10,000-\$35,000
Update CAP.	\$25,000-\$35,000
CAP Update project management.	\$10,000
Expenses for in-person meetings.	\$5,000
Climate Action Plan & GHG (Optional Task)	\$135,000-\$180,000

Acknowledgement

We look forward to working with you to bring about the successful completion of this project. If you have any questions regarding the contents of this proposal, please feel free to contact the undersigned.

Respectfully submitted,

PlaceWorks

Mark Teague, AICP Managing Principal

INSURANCE REQUIREMENTS FOR CONSULTANTS City of Oroville

<u>INSURANCE</u>. Without limiting Consultant's indemnification obligations in section 10, Consultant will procure and maintain throughout the period of this Agreement, the following policies of insurance and endorsements from insurers (if other than the State Compensation Fund) with a current A.M. Best rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

General Liability Policy. Comprehensive or Commercial General Liability Insurance ("CGL") at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence. If the Services involve explosive, underground or collapse risks, XCU will be included. If a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate will be twice the required occurrence limit.

<u>Automobile Liability Policy</u>. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident, combined single limit.

<u>Workers' Compensation</u>. Workers' Compensation insurance meeting statutory limits of the Labor Code. The workers' compensation policy will contain or be endorsed to contain a waiver of subrogation against the City, its officials, officers, agents, and employees.

<u>Professional Liability</u>. Professional liability insurance insuring against Consultant's errors and omissions in performing the Services, with a policy limit of at least \$1,000,000. The professional liability insurance will include prior acts coverage sufficient to cover all Services provided by Consultant, and which will remain in effect for four years following expiration or termination of this Agreement.

<u>Endorsements</u>. The CGL and automotive liability policies will contain or be endorsed with the following provisions:

The City, its officers, elected or appointed officials, employees, volunteers, and agents, are covered as additional insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage will contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, volunteers, and agents.

The Consultant's insurance is primary and no insurance held by the City will be called upon to contribute to a loss. The inclusion of more than one insured will not operate to impair or limit the rights of one insured against another, and the coverage will apply as though separate policies have been issued to each insured.

All Policies.

For all insurance policies required under this Agreement, prior to the City's execution of this Agreement, Consultant will furnish the City with certificates and original endorsements effecting the required coverage. Each certificate of insurance will state that the coverage afforded by the policy or policies will not be reduced, cancelled, or allowed to expire without at least 30 days written notice to City, unless due to non-payment of premiums, in which case at least 10 days written notice is required. Notice required under this subsection will be sent by certified mail. Each required policy will include an endorsement providing that the insurer agrees to waive any right of subrogation it may have against the City. The endorsements will be on forms provided by City or as approved by City's Risk Manager.

Any deductible or self-insured retention of \$100,000 or more will be disclosed to the City prior to the City's execution of this Agreement and is subject to approval by the City. If Consultant does not keep all required insurance policies in full force and effect, the City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

2020

CITY OF OROVILLE **RESOLUTION NO. 9040**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF OROVILLE AND PLACEWORKS, INC. (Agreement 3409), WITH A CORRESPONDING BUDGET ADJUSTMENT

WHEREAS, Senate Bill 743 was passed into law on September 27, 2013, which requires cities and counties by June 30, 2021 to adopt VMT analysis as the basis for environmental review of transportation impacts under CEQA, in addition to the existing Level of Service (LOS) analysis; and

WHEREAS, the State's recommended CEQA Significance thresholds and mitigation measures under SB 743 are quite strict, and are more relevant to urban areas rather than Oroville's more rural environment: and

WHEREAS, Oroville and other rural communities cannot possibly adopt the significance thresholds and traffic mitigation measures recommended by the State without project proponents enduring undue and unnecessary cost and scheduling impacts; and

WHEREAS, it is therefore in the best interest of the city to update its General Plan Circulation Element to incorporate the required Vehicle Miles Traveled (VMT) analysis, and to develop its own CEQA traffic significance thresholds; and

WHEREAS, Placeworks, Inc. is available and competent to complete the required analysis on behalf of the city.

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

- Section 1. The Mayor is hereby authorized and directed to execute a professional services agreement between the City of Oroville and Placeworks, Inc. to update the city's General Plan Circulation Element, and to create the appropriate Budget Adjustment.
- Section 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by	the City	Council	of the	City of	Oroville a	at a	regular
meeting on April 5, 2022, by the follow	ving vote:	:					

meeting on April 5, 2022, by the following vote:
AYES:
NOES:
ABSTAIN:

ABSENT:	
	Chuck Reynolds, Mayor
APPROVED AS TO FORM:	ATTEST:
Scott E. Huber, City Attorney	Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: EXECUTE ADDENDUM TO THE THREE-YEAR CONTRACT FOR GOAT

GRAZING VEGETATION MANAGEMENT TO ADD ONE LOCATION

DATE: APRIL 5, 2022

SUMMARY

The Council may approve an addendum to the three-year contract for goat grazing vegetation management services to add one location.

DISCUSSION

On January 27, 2021, staff release of a Request for Proposal (RFP) for the goat grazing vegetation management services. Staff posted the RFP on February 18, 2021, on the City website and www.ciplist.com. Many questions were received and answered. The RFP closed on February 18, 2021, at 2:00pm and staff received two proposals.

On March 16, 2021, the City Council approved the three-year agreement with Blue Tent Farms for goat grazing vegetation management services of 15 City owned locations in the amount of \$80,010 annually for a total of \$240,030 for three years.

As the vegetation management commenced, staff quickly realized that the Dry Creek Drainage Basin was not on the list of 15 locations for vegetation management. Staff would like to request Council approval of Addendum No. 1 to add the approximate 6.4 acre area of the drainage basin in the amount of \$5,500 annually bringing the contract total to \$85,510 annually.

FISCAL IMPACT

The funds will come from Account No.s 3001 Streets - 7135 Weed Abatement and 3111 Parks - 7135 Weed Abatement, Fund 100 (General Fund Balance).

RECOMMENDATION

Authorize Staff to execute Addendum No. 1 to add the approximate 6.4-acre area of the drainage basin in the amount of \$5,500 annually bringing the contract total to \$85,510 annually. For a full three-year contract total of \$256,530.00

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ATTACHMENTS

- 1. Addendum No. 1 to Agreement No. 3355
- 2. Change Order and Map adding Dry Creek Drainage Basin

Mastication Bid & Scope Of Work

2021-

Be The Solution

Company Information

Client Information

Name	Western Grazers	Name	City of Oroville
Contact	Tim Arrowsmith	Contact	Dawn Nevers
Address	859 Washington St. #259	Address	1735 Montgomery Street
City, State, ZIP	Red Bluff, CA 96080	City, State, ZIP	Oroville, CA 95965
Phone	530-200-2929	Phone	530-538-2405
Fax	866-499-0524	Fax	
E-Mail	bluetentfarms@gmx.com	E-Mail	
Project Name	Dry Creek	Est. D.O.S.	May - June

Scope of Work: Property will be grazed with goats. Herdsman will be onsite with camp trailer & various other equipment. In addition herdsman will have working & livestock guard dogs on site. Goats and livestock guard dogs will be enclosed behind electric netting. Electric fencing will be signed alerting public fencing is electric. Customer will be named as an addition insured on policy of Western Grazers auto and general liability insurance policy.

The health and safety of the animals and herdsman are at the discretion of owner and herdsman on job site locations. Any and all veterinarian service will be at the discretion of owner of livestock and working dogs. Should a veterinarian be need Western Grazer will call their veterinarian and will remove the animal from owners property for prompt treatment.

Water to be provided by Feather river or city of Oroville.

City of Oroville will provide homeless people & camp removal & provide police support for said project.

Not Included:

Fencing of environmentally sensitive plants, birds or animal or habitat.

Western Grazers will not remove trash or Homeless Encampments.

If additional fencing is required this is a change in Task and Western Grazers

will fence at a cost of materials plus \$175.00 per hourly laborer employee needed.

Proposed Contract Price:

\$5,500.00

Minimum estimated Acres to be grazed

6.4

Change Order

Change Order

Submitted By (Company Representative)

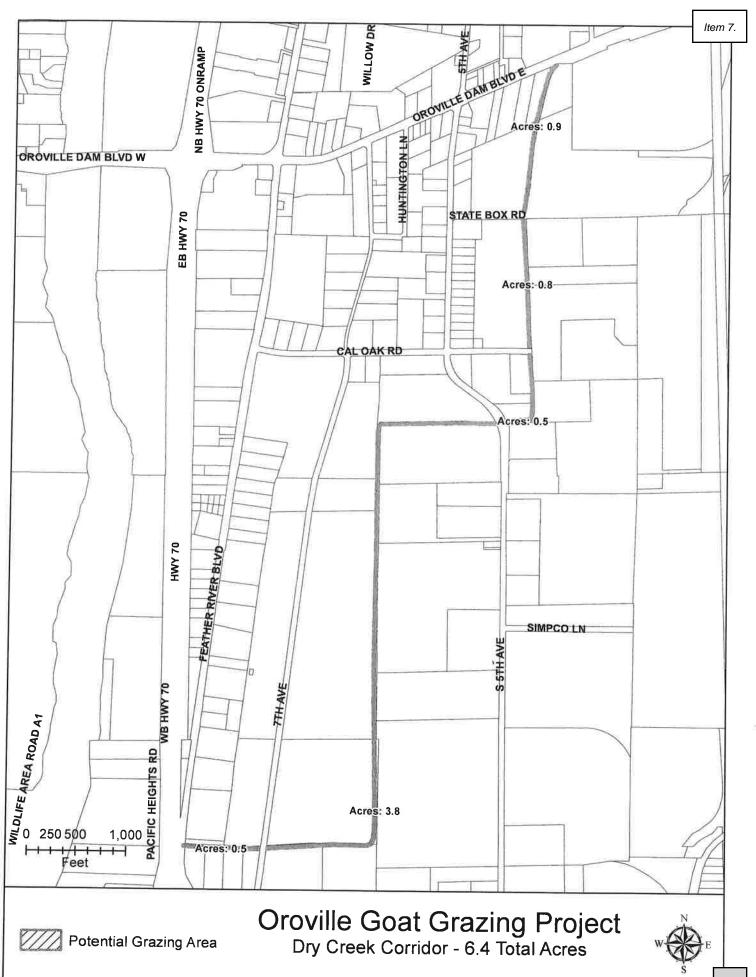
Tim R Arrowsmith

Accepted By

Signature is an acceptance of pricing / contract

Your Preferred Goat Grazing Vendor

Terms: Net 10 Days upon billing statement, a 1.5% Penalty on a 30 day past due balance will apply



ADDENDUM TO AGREEMENT NO. 3355 BETWEEN THE CITY OF OROVILLE AND BLUE TENT FARMS, LLC, dba WESTERN GRAZERS

(Addendum No. 3355-1)

This First Addendum ("Addendum") dated April 5, 2022, is to Agreement No. 3355 between the City of Oroville ("City") and Blue Tent Farms LLC, dba Western Grazers ("Consultant"). In consideration of the terms and conditions herein, the City and the Consultant agree that Agreement No. 3355 shall add the following to the project scope of services:

- 1. The added grazing area of approximately 6.4 acres known as the Dry Creek Drainage Basin annually to the three-year agreement.
- The total cost of the service shall increase by \$5,500 per year for a total annual cost of \$85,510.
- 3. Conflicts between the Agreement, and this Addendum shall be controlled by this Addendum. All other provisions within the Agreement shall remain in full force and effect.

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

CITY OF OROVILLE	GRAZERS
By: Mayor Chuck Reynolds	By:
APPROVED AS TO FORM:	ATTEST:
Ву:	By:
Scott Huber, City Attorney	Bill LaGrone, City Administrator

Page 1 of 1



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: SALE OF POLICE CANINE, FRANKIE

DATE: APRIL 5, 2022

SUMMARY

The Council will consider a sale agreement with Breck Wright to sell the Police Canine, Frankie.

DISCUSSION:

In November of 2018 the Council approved the purchase of a Labrador for the purpose of being a drug detection canine. A Labrador named "Frankie" was purchased, trained and been in service for the City of Oroville for the past three years. Due to the departure of Frankie's handler, it is appropriate at this time to sell Frankie to the handler. To try and transfer Frankie to another handler and retrain Frankie will prove not only difficult but will most likely not be successful.

The canine (Frankie) should be retired and transferred to the handler to live out his natural life. Since the canine (Frankie) is public property, it cannot be gifted to the handler, typically these canines are sold to the owner for one dollar. As has been the tradition the Chief of Police will pay the dollar to honor the handler and the canine.

FISCAL IMPACT:

If the Police Department chooses to replace the Canine at a future date, it will have a Fiscal Impact. However, at this time, there is no additional costs associated with the sale of the canine, Frankie

RECOMMENDATION:

Adopt Resolution No. 9042 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT

FOR THE SALE OF POLICE CANINE, FRANKIE, TO BRECK WRIGHT (Agreement No. 3410)

ATTACHMENTS:

Resolution Number No. 9042 Agreement Number No. 3410

AGREEMENT OF PURCHASE AND SALE WITH BRECK WRIGHT FOR POLICE CANINE

This agreement is made this fifth day of April, 2022, by and between the City of Oroville ("City") and Breck Wright ("Wright") of Oroville, California, who agree as follows:

- 1. "City" will sell and "Wright" shall purchase a male Labrador Retriever, black, named "Frankie". Said dog shall be used by "Wright" as he deems appropriate.
- 2. In consideration of said sale, "Wright" shall pay "City" the sum of one dollar (\$1.00).
- 3. "City" waives any all rights, other than those set forth above, that it might have against "Wright" should said dog be killed, injured, or disabled after the sale of said canine.
- 4. "Wright" accepts all liability associated with the purchase of such dog and shall indemnify City against any damages, claims, costs or lawsuits relating to such dog from the date of this Agreement.
- 5. This agreement is binding, and shall inure to the benefits of heirs, administrators, executors, successors, and assigns of the parties hereto.

Executed on the date first above written at Oroville, California.

Mayor Chuck Reynolds	Breck Wright

CITY OF OROVILLE 1 **RESOLUTION NO. XXXX** 2 A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH BRECK WRIGHT 3 TO PURCHASE A POLICE CANINE (FRANKIE) 4 (Agreement No. XXXX) 5 **NOW THEREFORE**, be it hereby resolved by the Oroville City Council as follows: 6 1. The Mayor is hereby authorized and directed to execute an agreement with Breck Wright to purchase a Police Canine (Frankie), a copy of the 7 Agreement is attached hereto as Exhibit "A". 8 2. The City Clerk shall attest to the adoption of this Resolution. 9 PASSED AND ADOPTED by the Council of the City of Oroville at a meeting held on April 5, 2022, by the following vote: 10 11 AYES: 12 NOES: 13 **ABSTAIN:** 14 ABSENT: 15 16 17 Chuck Reynolds, Mayor 18 19 20 21 22 23 24 APPROVED AS TO FORM: 25 **ATTF** ST: 26 27

28

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2	Scott Huber, City Attorney	Clerk	Jackie Glover, Asst. City
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CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, ACTING CHIEF OF POLICE

RE: AUTHORIZATION TO PURCHASE NEW POLICE VEHICLES

DATE: APRIL 5, 2022

SUMMARY

The Council will consider authorizing the purchase of (5) 2022 Ford Police Interceptor Utility vehicles from Oroville Ford.

DISCUSSION

The Police vehicles will be used to replace our aged fleet. Most of the vehicles currently in operation are approaching or exceeding 100,000 miles and require regular significant maintenance and repair to keep them on the road. Our fleet is beginning to show ware due to its age; many of the vehicles have minor damage and paint that is chipping and peeling. See attachment (1) one for additional model specific details. The price quoted for these vehicles is \$47,800.00 plus fees each for a total of \$239,000.00 plus fees. There is currently no funding allocated for this purchase. The purpose of obtaining authorization at this time is due to the extreme lead time necessary to receive the vehicles. If these vehicles are ordered now, they will not arrive until approximately September of 2023. The City is still awaiting the arrival of the vehicles ordered last September. Funding for this purchase will be included in fiscal year budget 22/23. These vehicles will be purchased from the local Ford dealership, Oroville Ford. Oroville Ford has offered this vehicle to the City at State Contract bid pricing. This purchase will keep the City's dollars local. There will be additional funding necessary to upfit the vehicles for Police Service. Staff will return to Council with those cost at a later date.

FISCAL IMPACT

Funding for this project is not currently available. Funding will be included in the 2022/2023 budget.

RECOMMENDATION

Authorize the Public Safety Department to purchase (5) Police vehicles from Oroville Ford utilizing State Contract pricing as outlined in the staff report.

ATTACHMENTS

1. Oroville Ford Sales bid, and specification sheet for Police vehicles



Preview Order C100 - K8A - Police Inter Utility AWD: Order Summary Time of Preview: 03/24/2022 16:19:25

city of maille

Dealership Name: Oroville Ford, Inc.

CDHUE		Vehic		er Order Code	C100
	Priority Code G1	Model Ye	ar 2022	Price Level 220	20
→ U	orovi	Priority Code G1	Priority Code G1 Vehic	Priority Code G1 Vehicle Line Model Year 2022	Priority Code G1 Vehicle Line Explorer Model Year 2022

ler Rep.	ler Rep. CHRIS GOODHUE	Type	Fleet	Vehicle Line	Explorer	Order Code	C100
tomer Name	city of orovi	Priority Code G1	G1	Model Year	2022	Price Level 220	770

MSRP	#47800 00 /ws Cres	A.A.	
\$1245	DESTINATION & DELIVERY	OUNTING PLATE \$0	.REAR CONSOLE MOUNTING PLATE
\$0	ADVERTISING ASSESSMENT	LUTION \$0	.REAR LIGHTING SOLUTION
\$0	PRICED DORA	G SOLUTION \$0	.TAIL LAMP LIGHTING SOLUTION
\$0	FUEL CHARGE	SPEAKER \$0	.100 WATT SIREN / SPEAKER
\$0	SPECIAL FLEET ACCOUNT CREDIT	NDL INOPERABLE \$0	.HID PLUNG W/R HNDL INOPERABLE
\$85	SOLAR TINT 2ND ROW ONLY	AD PACKAGE \$3595	READY FOR THE ROAD PACKAGE
\$0	REAR TAILLAMP HOUSING	\$0	JOB #2 ORDER
\$0	REAR DR HNDL AND LOCKS INOPR	\$0	.10-SP MODULR
\$0	.WIRING GRILL/LAMP/SIREN/SPKRS	\$0	.3.3L '
\$0	FRONT HEADLAMP LIGHT SOLUTION	\$0	.AM/FM STEREO
\$100	NOISE SUPPRESSION BOND STRAPS	P 500A \$0	EQUIPMENT GROUP 500A
\$50	KEYED ALIKE -KEY CODE C	\$0	EBONY INTERIOR
\$340	KEYLESS ENTRY - 4 FOBS	NYL REAR SEATS \$0	CLOTH BUCKETS/VINYL REAR SEATS
\$665	SPOT LAMP LED DUAL - WHELEN	ALLIC \$0	AGATE BLACK METALLIC
\$0	50 STATE EMISSIONS	_E \$41110	TOTAL BASE VEHICLE
\$610	AUX CLIMATE CONTROL	ASE \$0	.119 INCH WHEELBASE
\$0	CA NEW MTR VEHICLE BOARD FEES	R UTILITY AWD \$41110	K8A0 POLICE INTER UTILITY AWD
MSRP	DESCRIPTION	MSRP	DESCRIPTION

DISCOUNTS

TOTAL BASE AND OPTIONS



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT DIRECTOR COMMUNITY DEVELOPMENT

RE: DISPOSAL OF SURPLUS VEHICLES AND EQUIPMENT

DATE: APRIL 5, 2022

SUMMARY

The Council will consider declaring decommissioned vehicles and equipment as surplus for their disposal through auction.

DISCUSSION

The City's mechanic shop has several vehicles and equipment that are currently decommissioned. The shop would like to surplus the following vehicles and equipment:

Asset #	Department	Item
25	Engineering	F-150 PICKUP
32	PARKS	T422D MOWER
39	PARKS	GMC Box Van
42	PARKS	F250 PICKUP EXT. CAB
43	PARKS	1835C UNILOADER + EQUIPMENT
28	PW	F350 FLAT BED / CEMENT FORM TK.
76	PW	MAULDIN PAVER 550 (CITY ID# 2464)
82	PW	3500 DUMP TRUCK
87	PW	CARGO 8000 / WATER TRUCK
95	PW	6640 TRACTOR / TIGER MOWER
34	SEWER	F350 DUMP TRUCK
2	CODE	CROWN VICTORIA / WHITE
100	CODE	EXPLORER
199	Police	7.0 GEM EL / ELECTRIC CAR / LONG BED
209	Police	CROWN VICTORIA / PATROL CAR / VIPS
212	Police	CROWN VICTORIA / COMMUNITY SERVICE
217	Police	CROWN VICTORIA / COMMUNITY SERVICE
220	Police	CROWN VICTORIA / COMMUNITY SERVICE
512	Police	ECONOLINE E350 VAN

All vehicles and equipment listed above have been decommissioned and are parked in the corporation yard. Other public works and office equipment items for auction include the following:

- Misc. weed eaters, blowers, and chainsaws
- Misc. police equipment, plastic cages, and seat consoles
- Misc. office desks (4), Office Chairs (8), Lobby Chairs (9), and Office Equipment
- Standard filing cabinets, large turn table filing cabinets
- 13'x8' State Theater marquee, 2'x2' neon Municipal Auditorium Letters
- (2) Safes, (1) Piano, (1) Electric Organ
- Cubicles and components
- (2) Wire Racks, (2) Display Cases
- (35) Gym Lockers
- Solar Panels
- Misc. Tools from Bolt's Antique Tool Museum (do not meet museum quality)

In recent years, the City has used North State Online Auctions located in Oroville.

FISCAL IMPACT

The City will receive revenues from the public auction of the surplus vehicles and equipment.

RECOMMENDATION

Declare the vehicles and equipment identified in the April 5, 2022 staff report as surplus and authorize the items to be auctioned off.

ATTACHMENTS

- Spreadsheet of Surplus Vehicles
- Photos

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		SURPLUS VEHICLES 2022					
	UNIT #	DEPT.	YEAR	MAKE	MODEL / DESCRIPTION	VIN#	LIC#
1	25	ENG.	97	FORD	F-150 PICKUP	1FTDF17W9VLA12590	O32732
2	32	PARKS	95	JACOBSON	T422D MOWER	66132-7459	
	39	PARKS	86	GMC	Box Van		
3	42	PARKS	92	FORD	F250 PICKUP EXT. CAB	1FTHX25H3NK827068	364029
4	43	PARKS	88	CASE	1835C UNILOADER + EQUIPMENT	JAF0014432	
5	28	PW	80	FORD	F350 FLAT BED / CEMENT FORM TK.	F37GRGJO884	738734
6	76	PW	88	MAULDIN	MAULDIN PAVER 550 (CITY ID# 2464)	5-88-6-173	
7	82	PW	90	CHEVY	3500 DUMP TRUCK	1GBHC34KXLE161832	1351085
8	87	PW	92	FORD	CARGO 8000 / WATER TRUCK	1FDYH81A6 NVA21703	354522
	95	PW	94	NEW HOLLAND	6640 TRACTOR / TIGER MOWER	BD24113	
9	34	SEWER	91	FORD	F350 DUMP TRUCK	1FDJF37H1MKA63193	112393
10	2	CODE	00	FORD	CROWN VICTORIA / WHITE	2FAFP71W1YX121561	1018645
11	100	CODE	00	FORD	EXPLORER	1FMZU72X4YZB29795	1064878
12	199	POLICE	11	POLARIS	7.0 GEM EL / ELECTRIC CAR / LONG BED	5ASGUHA42BF055144	1373515
13	209	POLICE	00	FORD	CROWN VICTORIA / PATROL CAR / VIPS	2FAFP71W3YX121559	1018644
14	212	POLICE	00	FORD	CROWN VICTORIA / COMMUNITY SERVICE	2FAFP71W3YX121562	1018646
15	217	POLICE	01	FORD	CROWN VICTORIA / COMMUNITY SERVICE	2FAFP71W81X163523	1085644
16	220	POLICE	03	FORD	CROWN VICTORIA / COMMUNITY SERVICE	2FAFP71W93X139458	1178196
17	512	POLICE	03	FORD	ECONOLINE E350 VAN	1FDSS34M5 3HA29982	1203452
	MISC. W	EED EATERS, BI CHAINSAWS	LOWERS,		OLD POLICE EQUIPMENT, CAGES PLASTIC SEAT CONSOLES	OLD OFFICE FURNITURE	





























































































CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: AMY BERGSTRAND, DIRECTOR BUSINESS ASSISTANCE/HOUSING

DEVELOPMENT

RE: MODIFICATIONS TO THE CDBG/HOME COMBINED HOMEBUYER

PROGRAM GUIDELINES

DATE: APRIL 5, 2022

SUMMARY

The Council will conduct a public hearing to solicit comments regarding requested modifications to the Combined CDBG/HOME Homebuyer Program Guidelines.

DISCUSSION

Staff is proposing a modification to CDBG/HOME Homebuyer Program Guidelines that are in alignment with State HOME Program requirements. The changes include the Housing and Urban Development (HUD) requirement of HUD-approved homebuyer counseling administered by a HUD approved Counseling provider. All other changes are grammatical and general clean-up.

FISCAL IMPACT

No Financial Impact

RECOMMENDATION

Adopt Resolution No. 9040 _ A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE COMBINED COMMUNITY DEVELOPMENT BLOCK, HOME INVESTMENT PARTNERSHIP PROGRAM FIRST TIME HOMEBUYER PROGRAM GUIDELINES.

ATTACHMENTS

- A- Resolution No. 9040
- B- CDBG/HOME Homebuyer Program Guidelines.

Page 1

CITY OF OROVILLE RESOLUTION NO. 9040

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING MODIFICATIONS TO THE COMBINED COMMUNITY DEVELOPMENT BLOCK, HOME INVESTMENT PARTNERSHIP PROGRAM FIRST TIME HOMEBUYER PROGRAM GUIDELINES.

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

- The Oroville City Council hereby authorizes the modification to the Combined Community Development Block Grant, HOME Investment Partnership Program. A copy of the changes to the Combined CDBG, HOME Program Guidelines have been attached hereto as Exhibit "A".
- 2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on April 5, 2022, by the following vote:

AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Chuck Reynolds, Mayor
APPROVED AS TO FORM:	ATTEST:
Scott E. Huber, City Attorney	Jackie Glover, Assistant City Clerk

City of Oroville

Homebuyer Program Guidelines





For:

HOME Investment Partnerships Program

Community Development Block Grant

(CDBG) Program

Serving the City of Oroville
April 5, 2022

CDBG Approved (date) HOME Approved

HOMEBUYER PROGRAM GUIDELINES

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10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

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FORM

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CITY OF OROVILLE

HOMEBUYER PROGRAM GUIDELINES

1.0. GENERAL

The above–named entity, hereinafter referred to as the "City," has entered into a contractual relationship with the California Department of Housing and Community Development ("HCD") to administer one or more HCD-funded homebuyer programs. The homebuyer program described herein (the "Program") is designed to provide assistance to eligible homebuyers in purchasing homes, also referred to herein as "housing units", located within the Program's eligible area, as described in Section 3.1.A. The Program provides this assistance in the form of deferred payment "silent" second priority loans as "Gap" financing toward the purchase price and closing costs of affordable housing units that will be occupied by the homebuyers as their primary residence.

1.1. PROGRAM OUTREACH AND MARKETING

All outreach efforts will be done in accordance with state and federal fair lending regulations to assure nondiscriminatory treatment, outreach and access to the Program. No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination under the Program. The City will ensure that all persons, including those qualified individuals with handicaps, have access to the Program.

- A. The Fair Housing Lender and Accessibility logos will be placed on all outreach materials. Fair housing marketing actions will be based upon a characteristic analysis comparison (census data may be used) of the Program's eligible area compared to the ethnicity of the population served by the Program (includes, separately, all applications given out and those receiving assistance) and an explanation of any underserved segments of the population. This information is used to show that protected classes (age, gender, ethnicity, race, and disability) are not being excluded from the Program. Flyers or other outreach materials, in English and any other language that is the primary language of a significant portion of the area residents, will be widely distributed in the Program-eligible area and will be provided to any local social service agencies. The City will provide homebuyer classes to help educate homebuyers about the home buying process and future responsibilities. Persons who have participated in local homebuyer seminars will be notified about the Program.
- B. The City will work with local real estate agents and primary lenders to explain the Program requirements for eligible housing units and homebuyers, and to review Program processes. Local real estate agents and primary lenders will also be encouraged to have their customers participate in the Program.
- C. Section 504 of the Rehabilitation Act of 1973 prohibits the exclusion of an otherwise qualified individual, solely by reason of disability, from participation under any program receiving Federal funds. The City will take appropriate steps to ensure effective communication with disabled housing applicants, residents and members of the public.

1.2. APPLICATION PROCESS AND SELECTION

- A. The City maintains a waiting list of applicants. Each applicant is asked to complete an application form, which asks for sufficient information concerning income, employment, and credit history to establish preliminary eligibility for Program participation. Completed applications are processed on a first-come-first-served basis. Applications are deemed complete only if all information is completed, the application is signed and dated, and a primary lender's pre-qualification letter is attached to the application. Incomplete applications are returned to the applicant and will not be date/time stamped until complete.
- B. Once the applicant's name comes to the top of the waiting list, their Program eligibility is confirmed, and City will contact the applicant to ensure they are still interested.
 - If the City encounters material discrepancies and/or misrepresentations, and/or there is income, asset, household composition, or other important questions that can't be resolved, the City reserves the right to deny assistance to the household. In this case, the applicant may re-apply after six months have elapsed from the time of written assistance denial.
- C. Each applicant must participate in individual Homebuyer Counseling As required by 24 CFR 92.254 (a)(3) and 24 CFR 5.111, to be provided by a HUD-certified homebuyer counselor employed by an entity approved by HUD to provide housing counseling.

Housing counseling is independent, expert advice customized to the need of the consumer to address the consumer's housing barriers and to help achieve their housing goals and must include the following processes: intake; financial and housing affordability analysis; an action plan, exept for reverse mortgage counseling; and a reasonable effort to have follow-up communication with the

client when possible. The content and process of housing counseling must meet the standards outlinedin 24 CFR part 214, which include:

- Addressing unique financial circumstances or housing issues,
- Focusing on ways of overcoming specific obstacles to achieving a housing goal such as repairing credit,
- Addressing a rental dispute, purchasing a home, locating cash for a down payment, and being informed of fair housing and fair lending requirements of the Fair Housing Act,
- Finding units accessible to persons with disabilities,
- Avoiding Foreclosure,
- Resolving a Financial crisis,
- Except for reverse mortgage counseling, all counseling shall involve the creation of an action plan

Acceptable forms of housing counseling include in-person, phone, and/or internet, as long as the client and counselor can have an individual dialogue, with guidance and advice tailored to client's needs. This includes creating a client budget, financial analysis, and action plan, and referrals to relevant resources such as down payment assistance programs or legal services.

A copy of each borrower's certificate of completion must be placed into each homebuyer file maintained by the City.

D. The potential homebuyer is given 90 days in order to find a qualified home and begin securing a primary loan for the housing unit. If during the 90-day time frame, the potential homebuyer is unable to purchase a home, an extension may be given. However, if it appears the potential homebuyer cannot participate in the Program, the reservation of funds expires and the next person on the waiting list is given an opportunity to participate in the Program.

1.3. THE HOME PURCHASE PROCESS

A. The following is a simplified example of how a primary lender would analyze a homebuyer's finances to determine how much the homebuyer could afford to borrow from the primary lender towards homeownership

DEBT SERVICE FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH		
HOUSING PAYMENTS		TOTAL OVERALL PAYMENTS
Principal & Interest Payment	\$ 865	\$1,180 Housing
Insurance	82	+200 Other Debt Service
Taxes	<u>233</u>	\$1,380 Total Debt Service
Total Housing Expense	\$1,180	(Overall debt service per month is 41% of \$3,388) (PITI is 35% of \$3,388)

OTHER HOUSEHOLD DEBT SERVICE

Car Payment \$ 150
Credit Card Payment __50
Total Other Debt \$ 200

A \$865 per month loan payment equates to borrowing \$143,000 at 5.88% for a 30-year term.

SUBSIDY CALCULATION FOR A FAMILY OF FOUR EARNING \$3,388 PER MONTH

Purchase Price of Property \$ 239,000
Less Primary loan amount 138,000
Less down required down payment 1,000

Equals "GAP" \$ 100,000

- B. The housing unit selection process will be conducted by the homebuyers. Prior to making an offer to purchase an eligible housing unit (see Section 3.0), homebuyer shall provide seller with a disclosure containing the following provisions:
 - Homebuyer has no power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and
 - 2) Homebuyer's offer is an estimate of the fair market value of the housing unit, to be finally determined by a state licensed appraiser.
 - 3) The housing unit will be subject to inspection. The housing unit must comply with local codes at the time of construction and local health and safety standards.
 - 4) All housing units built prior to January 1, 1978 will require a lead paint disclosure to be signed by both the homebuyer and Seller (Attachment E);
 - 5) Since the purchase would be voluntary, the seller would not be eligible for relocation payments or other relocation assistance.
 - 6) The seller understands that the housing unit must be either: currently owner-occupied, newly constructed, or vacant for three months prior to submission of the purchase offer.
 - 7) If the seller is not provided with a statement of the above six provisions prior to the purchase offer, the seller may withdraw from the agreement after this information is provided.
- C. Applicant submits executed standard form purchase and sale agreement and primary lender prequalification letter to City. The purchase and sale agreement

will be contingent on the household and housing unit meeting Program eligibility requirements and receiving Program loan approval. City verifies applicant eligibility, housing unit and loan eligibility and amount of assistance to be provided consistent with these guidelines.

- D. At this point, an escrow account should be opened and a tentative date for closing shall be established. The applicant is required to place a minimum of \$1,000 deposit in the escrow account and provide a receipt to City. The \$1,000 must be applied towards the purchase price of the property and shall not be refunded to the buyer at the close of escrow. The purchase agreement shall be written in such a way that if the sale of the home does not come to completion, the deposited will be returned in full to the applicant. The Title Company is to provide a copy of the Preliminary Title Report. A forty-five to sixty-day escrow is required for all Homeownership loans. It's the responsibility of the applicant to notify the City that escrow has been opened.
- E. When all items are received, City submits a recommendation to the City Loan Advisory Committee (LAC) for approval or denial, including reasons for the recommendation. Any changes to the loan amount, term, rate, etc. on the primary loan shall be approved by the LAC. An exception to this rule would be if the interest rate should change before escrow closes due to unforeseen reason. If this should occur, the Manager of Business Assistance and Housing Development shall have the authority to accept minor changed to the primary loan as long as the applicant still meets minimum housing expense ratio between 25% and 35% and the total debt to income (DTI) falls between 28% and 42%, and does not exceed the HOME requirements stated in the current Notice of Funding Availability (NOFA).
- F. All properties must be inspected and cleared by the City prior to the close of escrow. It is the responsibility of the applicant/agent to schedule an appointment with the City. If the property is in need of repairs, a list of corrections or deficiencies will be submitted to the seller/agent. It will be the responsibility of the parties involved to make the necessary corrections prior to close of escrow. The property will also be inspected for lead based paint hazards.
- G. When requirements are met, program funds are deposited into escrow, with required closing instructions and loan documents.
- H. At the time of escrow closing, the City shall be named as an additional loss payee on fire, flood (if required), and extended coverage insurance for the length of the loan and in an amount sufficient to cover all encumbrances or full replacement cost of the housing unit. A policy of Title Insurance naming the City as insured is also required.

1.4. HOMEBUYER COSTS

- A. Eligible households must document that they have the funds necessary for down payment and closing costs as required by the Primary Lender and the City. The Program's down payment requirement (below) is in place even if the Primary Lender has a lower down payment requirement. If the Primary Lender has a higher down payment requirement, there is no additional down payment requirement required by the Program.
- B. Homebuyer must contribute a minimum down payment of \$1,000 but may contribute more if desired.
- C. City will not provide a subsidy that is greater than the amount of the primary mortgage. Additionally, City will not provide a loan greater than \$100,000. The subsidy will write down the cost of the primary lender's loan so that the payments of PITI are within approximately 25% to 35% of the gross household income. The City will determine the level of subsidy and affordability during underwriting of the Program's loan to make sure that it conforms to the requirements of the HCD funding Program.

1.5. HOMEBUYER EDUCATION

Buying a home can be one of the most confusing and complicated transactions anyone can make. Providing the future homebuyer with informative homebuyer education training, can bring success to the City, the Program and most importantly, the homebuyer. It has been documented that first-time homebuyers that have had homebuyer education have the ability to handle problems that occur with homeownership.

All Program participants are required to receive housing counseling prior to Program approval, delivered by a HUD-certified housing counselor who works for an organization certified by HUD to perform housing counseling. A list of such counseling entities is at <a href="https://apps.hud.gov/offices/hsg/sfh/hcc/hcs.cfm?searchstate=CA&filterLng=&filterSvc=&filterMultiState=&searchName=&searchCity=&searchZip=&searchService=PPC&searchLang=&searchAffiliation=&webListAction=Search. See section 1.2.C above for housing counseling requirements.

1.6. CONFLICT OF INTEREST REQUIREMENTS

When the City's program contains Federal funds, the applicable Conflict of Interest requirements of 24 CFR Section 570.611 shall be followed for CDBG assistance. Section 92.356 of the HOME Final Rule shall be followed for HOME assistance, as follows:

(a) Conflicts prohibited. No persons described in paragraph (b) of this section who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to the HOME-assisted activity, or the proceeds from such activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. Immediate family

ties include (whether by blood, marriage or adoption) the spouse, parent (including stepparent), child (including stepchild), brother, sister (including a stepbrother or stepsister), grandparent, grandchild and in-laws of a covered person.

- (b) Persons covered. The conflict-of-interest provisions of paragraph (a) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the participating jurisdiction, State recipient, or subrecipient which are receiving HOME funds.
- (c) Exceptions: Threshold requirements. Upon the written request of the participating jurisdiction to HCD, HUD may grant an exception to the provisions of paragraph (a) of this section on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Investment Partnerships Program and the effective and efficient administration of the participating jurisdiction's program or project. See 24 CFR 92.356(d)(1-6) for details on the documentation needed in order to submit an exception request to HUD.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Such a contractor may act as owner/builder, subject to standard construction procedures. Owner/builders are reimbursed for materials purchased which are verified by invoice/receipt and used on the job. Reimbursement occurs after the installation is verified by the Program Operator to be part of the scope of work. Owner/builders are not reimbursed for labor.

1.7. NON-DISCRIMINATION REQUIREMENTS

The Program will be implemented in ways consistent with the City's commitment to non-discrimination. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination under any program or activity funded in whole or in part with State funds on the basis of his or her religion or religious affiliation, age, race, color, creed, gender, sexual orientation, marital status, familial status (children), physical or mental disability, national origin, or ancestry, or other arbitrary cause.

2.0 APPLICANT QUALIFICATIONS

2.1. CURRENT INCOME LIMITS FOR THE AREA, BY HOUSEHOLD SIZE

All applicants must certify that they meet the household income eligibility requirements for the applicable HCD program(s) and have their household income documented. The income limits in place at the time of loan approval will apply when determining applicant income eligibility. All applicants must have incomes at or below 80% of the County's area median income (AMI), adjusted for household size, as published by HCD. (Attachment C).

Household: Means one or more persons who will occupy a housing unit. Unborn children count in family size determination.

Annual Income: Generally, the gross amount of income of all adult household members that is anticipated to be received during the coming 12-month period.

2.2. MINIMUM CREDIT SCORE

All applicants must have a minimum credit score of at least 620 and demonstrate the ability to receive a prime interest rate no more than 1% of the Fannie Mae 90 day published rate.

2.3. INCOME QUALIFICATION CRITERIA

Projected annual gross income of the applicant household will be used to determine whether they are above or below the published HCD income limits. Income qualification criteria, as shown in the most recent HCD program-specific guidance at http://www.hcd.ca.gov/fa/cdbg/GuideFedPrograms.html, will be followed to independently determine and certify the household's annual gross income. The City should compare this annual gross income to the income the Primary Lender used when qualifying the household. The Primary Lender is usually underwriting to FHA or conventional guidelines and may not calculate the household income or assets in the same way as required by the Program. Income will be verified by reviewing and documenting tax returns, copies of wage receipts, subsidy checks, bank statements and third-party verification of employment forms sent to employers. All documentation shall be dated within six months prior to loan closing and kept in the applicant file and held in strict confidence.

A. HOUSEHOLD INCOME DEFINITION:

Household income is the annual gross income of all adult household members that is projected to be received during the coming 12-month period and will be used to determine program eligibility. Refer to Income Inclusions and Exclusions for further guidance to the types of incomes to be included or excluded when calculating gross annual income. For those types of income counted, gross amounts (before any deductions have been taken) are used. Two types of income that are not considered would be income of minors and live-in aides. Certain other household members living apart from the household also require special consideration. The household's projected ability to pay must be used, rather than past earnings, when calculating income.

The link to Annual Income Inclusions and Exclusions is: http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixB_AnnualIncomeInclusionsExclusions.doc

See Attachment A: 24 CFR Part 5 Annual Income Inclusions and Exclusions

B. ASSETS:

There is no asset limitation for participation in the Program. Income from assets, however, is recognized as part of annual income under the Part 5 definition. An asset is a cash or non-cash item that can be converted to cash. The value of necessary items such as furniture and automobiles are not included. (Note: it is the income earned – e.g. interest on a savings account – not the asset value, which is counted in annual income.)

An asset's cash value is the market value less reasonable expenses required to

convert the asset to cash, including, for example, penalties or fees for converting financial holdings, and costs for selling real property. The cash value (rather than the market value) of an item is counted as an asset.

The Link to Asset Inclusions and Exclusions is: http://www.hcd.ca.gov/fa/cdbg/FedProgGuideDocs/AppendixC_AnnualIncomeAs setInclusionsExclusions.doc

See Attachment B: Part 5 Annual Income Net Family Asset Inclusions and Exclusions

2.4. DEFINITION OF AN ELIGIBLE HOMEBUYER

For CDBG, an eligible homebuyer means an individual or individuals or an individual and his or her spouse who meets the income eligibility requirements and is/are not currently on title to real property. Persons may be on title of a manufactured home unit, who are planning to sell the unit as part of buying a home located on real property. Documentation of homebuyer status will be required for all homebuyers. CDBG-funded programs may assist eligible homebuyers who are not "first-time" homebuyers.

HOME -funded Programs are required to use the following definition of an eligible homebuyer, which is a "first-time homebuyer" from 8201(I) Title 25 California Code of Regulations:

"First-time homebuyer" means an individual or individuals or an individual and his or her spouse who have not owned a home during the three-year period before the purchase of a home with subsidy assistance, except that the following individual or individuals may not be excluded from consideration as a first-time homebuyer under this definition:

- a displaced homemaker who, while a homemaker, owned a home with his or her spouse or resided in a home owned by the spouse. A displaced homemaker is an adult who has not, within the preceding two years, worked on a full-time basis as a member of the labor force for a consecutive twelve-month period and who has been unemployed or underemployed, experienced difficulty in obtaining or upgrading employment and worked primarily without remuneration to care for his or her home and family;
- a single parent who, while married, owned a home with his or her spouse or resided in a home owned by the spouse. A single parent is an individual who is unmarried or legally separated from a spouse and has one or more minor children for whom the individual has custody or joint custody or is pregnant; or
- 3. an individual or individuals who owns or owned, as a principal residence during the three-year period before the purchase of a home with assistance, a dwelling unit whose structure is:

- a. not permanently affixed to a permanent foundation in accordance with local or state regulations; or
- b. not in compliance with state, local, or model building codes and cannot be brought into compliance with such codes for less than the cost of constructing a permanent structure.

3.0. HOUSING UNIT ELIGIBILITY

3.1. LOCATION AND CHARACTERISTICS

- A. Housing units to be purchased must be located within the eligible area. The eligible area is described as follows: "Within the City-limits of Oroville".
- B. Housing unit types eligible for the homebuyer Program are new or previously owned single-family residences; condominiums; or manufactured homes in mobile home parks, in common-interest developments or on a single-family lot and placed on a permanent foundation system. HOME does not allow manufactured homes unless on a permanent foundation system.
- C. All housing units must be in compliance with State and local codes and ordinances.
- D. Housing units located within a 100-year flood zone will be required to provide proof of flood insurance with an endorsement naming the City limits of Oroville as loss payee in order to close escrow.
- E. Housing that is for acquisition by a family must meet the affordability requirements of this paragraph (a).
 - (1) The housing must be single-family housing.(2) The housing must be "modest" housing as follows:
 - (i) In the case of acquisition of newly constructed housing or standard housing, the housing has a purchase price for the type of single family housing that does not exceed 95 percent of the median purchase price for the area, as described in paragraph (a)(2)(iii) of this section.
 - (ii) If a participating jurisdiction intends to use HOME funds for homebuyer, the participating jurisdiction must use the HOME affordable homeownership limits provided by HUD for newly

constructed housing and for existing housing. HUD will provide limits for affordable newly constructed housing based on 95 percent of the median purchase price for the area using Federal Housing Administration(FHA) single family mortgage program data for newly constructed housing, with a minimum limit based on 95 percent of the U.S. median purchase price for new construction for nonmetropolitan areas. HUD will provide limits for affordable existing housing based on 95 percent of the median purchase price for the area using Federal FHA single family mortgage program data for existing housing data and other appropriate data that are available nation-wide for sales of existing housing, with a minimum limit based on 95 percent of the state-wide nonmetropolitan area median purchase price using this data. In lieu of the limits provided by HUD, the participating jurisdiction may determine 95 percent of the median area purchase price for single family housing in the jurisdiction annually, as follows. The participating jurisdiction must set forth the price for different types of single family housing for the jurisdiction. The participating jurisdiction may determine separate limits for existing housing and newly constructed housing. For housing located outside of metropolitan areas, a State may aggregate sales data from more than one county, if the counties are contiguous and similarly situated. The following information must be included in the annual action plan of the Consolidated Plan submitted to HUD for review and updated in each action plan.

3.2. CONDITIONS

A. Construction Inspection and Determining Need for Repairs.

Once the participating homebuyer has executed a purchase agreement for a housing unit, and prior to a commitment of Program funds, the following steps must be taken for the housing unit to be eligible for purchase under the Program:

- 1) When the City's Program utilizes Federal funds and if the housing unit was constructed prior to 1978 then the lead-based paint requirements of Section 3.2.C will apply.
- The City or a certified housing inspector representative will walk through the housing unit, determine if it is structurally sound, and identify any code related and health and safety deficiencies that need to be corrected. A list of code related repair items will be given to the homebuyers and their Realtor to be negotiated with the seller. Only new construction and homes

built within the previous 12 months and not previously occupied are not subject to a home inspection.

- Upon completion of all work required by the City, appraiser, pest inspector and/or certified housing inspector, a final inspection will be conducted prior to close of escrow. The inspector will sign off on all required construction work assuring that each housing unit receiving Program assistance is in compliance with local codes and health and safety requirements at the time of purchase and prior to occupancy.
- B. Per Section 8208 of the State HOME regulations, no additional HOME assistance, including rehabilitation funds, may be provided during the period starting one year following the filing of the Project Completion Report through the end of the Affordability Period.

The HOME Affordability Period is as follows (amount does <u>not</u> include Activity Delivery Costs paid to the State Recipient by HCD):

Amount of HOME Assistance	Period of Affordability in Years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

C. <u>Lead-Based Paint Hazards:</u> All housing units built prior to 1978 for which HOME or CDBG funding is anticipated are subject to the requirements of this section 3.2.C. Such homes must undergo a visual assessment by a person who has taken HUD's online Visual Assessment course. Deteriorated paint must be stabilized using work safe methods. Clearance must be obtained after paint stabilization by a DHS certified LBP Risk Assessor/Inspector. HOME and CDBG general administrative and activity delivery funds may be used to pay for lead-based paint visual assessments, and if lead mitigation and clearance costs are incurred, these programs may incorporate the costs into the calculation of Program assistance.

The following requirements must be met:

Notification: a) Prior to homebuyer's obligation to purchase a pre-1978 home, the Buyer will be given the most recent copy of and asked to read the EPA pamphlet "Protect Your Family from Lead in Your Home" (EPA 747-K-94-001). A signed receipt of the pamphlet will be kept in the Sponsor's homebuyer file; b) A notice to residents is required following a risk assessment/inspection using form DHS 8552, which is provided by the DHS-certified Risk Assessor/Inspector; c) a notice to residents is required following lead-based paint mitigation work using Visual Assessment and

Lead-based Paint Notice of Presumption and Hazard Reduction form, LBP – 1 (Attachment H).

- 2) **Disclosure:** Prior to the homebuyer's obligation to purchase a pre-1978 housing unit, the HUD disclosure (Attachment E), "Seller's Lead-based Paint Disclosure" notice must be provided by the seller to the homebuyer.
- 3) Inspections: The Inspector shall conduct a "Visual Assessment" of all the dwelling unit's painted surfaces in order to identify deteriorated paint. All deteriorated paint will be stabilized in accordance with CFR 35.1330 (a) and (b); and a Clearance shall be made in accordance with CFR 35.1340.
- 4) Mitigation: If stabilization is required, the contractor performing the mitigation work must use appropriately trained workers. Prior to the contractor starting mitigation work the Program Operator shall obtain copies of the contractor's and workers' appropriate proof of LBP training, as applicable to the job in order to assure that only qualified contractors and workers are allowed to perform the mitigation.
- D. The City will: 1) confirm that the housing unit is within the eligible area, 2) will review each proposed housing unit to ensure that it meets all eligibility criteria before funding, and 3) ensure a completed Lead Compliance Document Checklist is placed in each purchaser's file (see Attachment I).

3.3 ANTI-DISPLACEMENT POLICY AND RELOCATION ASSISTANCE

Eligible homes will be those that are currently owner-occupied or have been vacant for three months prior to the acceptance of a contract to purchase. A unit is ineligible if its purchase would result in the displacement of a tenant. It is not anticipated that the implementation of the Program will result in the displacement of any persons, households, or families. However, if tenant-occupied homes are included in the Program and relocation becomes necessary, the activity will be carried out in compliance with City's relocation plan, which describes how those permanently displaced will be relocated and paid benefits in accordance with the following Federal laws.

A. Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970

The federal URA and Real Property Acquisition Policies, as amended by the URA Amendments of 1987, contains requirements for carrying out real property

acquisition or the displacement of a person, regardless of income status, for a project or program for which HUD financial assistance (including CDBG and HOME) is provided. Requirements governing real property acquisition are described in Chapter VIII. The implementing regulations, 49 CFR Part 24, require developers and owners to take certain steps in regard to tenants of housing to be acquired, rehabbed or demolished, including tenants who will not be relocated even temporarily.

B. Section104(d) of the Housing and Community Development Act of 1974

Section 104(d) requires each contractor (CHDO or State Recipient), as a condition of receiving assistance under HOME or CDBG, to certify that it is following a residential anti-displacement plan and relocation assistance plan. Section 104(d) also requires relocation benefits to be provided to low-income persons who are physically displaced or economically displaced as the result of a HOME or CDBG assisted project, and requires the replacement of low-income housing, which is demolished or converted. The implementing regulations for Section 104(d) can be found in 24 CFR Part 570(a).

3.4. PROPER NOTIFICATION AND DISCLOSURES

- A. Upon selection of a housing unit, a qualified seller and homebuyer will be given the necessary disclosures for the Program. The homebuyer must have read and signed all Program disclosure forms. Any and all property disclosures must be reviewed and signed by the homebuyer and seller.
- B. All owners who wish to sell their housing units must receive an acquisition notice (Attachment F) prior to submission of the homebuyer's original offer. This notice will be included in the contract and must be signed by all owners on title. The disclosure must contain the items listed in 1.3.B. (required for federally-funded programs).

4.0. PURCHASE PRICE LIMITS

The purchase price limits for this Program shall not exceed the Maximum HOME Program Purchase Price/After-Rehab Value Limit for Sponsor's County as updated by HCD.

Note: For HOME and CDBG-funded Programs the value cannot exceed the Maximum Purchase Price/After-Rehabilitation Value Limits as established by HCD and HUD.

Attachment C: MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMITS *City will update these limits annually as HCD provides new information.

5.0. THE PRIMARY LOAN

Prior to obtaining a loan from the City, a homebuyer must provide evidence of financing for the maximum amount the Primary Lender is willing to loan (the "primary loan").

A. QUALIFYING RATIOS

The front-end (housing) debt-to-income ratio shall be between 25% and 35% and is the percentage of a borrower's gross monthly income (before deductions) that would cover the cost of the loan principal and interest payment, property taxes, property insurance, mortgage insurance, and HOA dues, if any.

The back-end (total) debt-to-income ratio shall be between 28% and 42% and is the percentage of a borrower's gross monthly income that would cover the cost of housing as described in the paragraph above, plus any other monthly debt payments like car or personal loans and credit card debt, as well as child support and alimony payments.

B. INTEREST RATE

The primary loan must have a fixed interest rate that does not exceed, by greater than one percent, the FNMA 90-day rate, found at: https://singlefamily.fanniemae.com/pricing-execution/historical-daily-required-net-yields.

The applicable FNMA rate should be from the date the primary mortgage rate was locked, or else the date of loan approval. No temporary interest rate buy-downs are permitted.

C. LOAN TYPE AND TERM

The primary loan shall be fully amortized and have a term "all due and payable" in no fewer than 30 years. There shall not be a balloon payment due before the maturity date of the Program loan. Additionally, stated income, adjustable rate mortgage, interest only and balloon payments due before maturity date are not allowed.

D. IMPOUND ACCOUNT

All households will be required to have impound accounts for the payment of taxes and insurance to ensure they remain current.

6.0. THE PROGRAM LOAN

The amount of Program assistance to a homebuyer toward purchase of a home shall not exceed the maximum HOME subsidy limit for City's County per bedroom per the HCD website at http://www.hcd.ca.gov/financial-assistance/home-investment-partnerships-program/homelimits.html and shall never exceed the amount of the primary mortgage. See Attachment C of these Program Guidelines for current limits. Any approved "grant" amount for lead-based paint evaluation and reduction activities or for relocation assistance shall be included in this amount, as shall Activity Delivery Costs.

B. NON-RECURRING CLOSING COSTS

Non-recurring costs such as credit report, escrow, closing and recording fees, and title report and title insurance, title updates and/or related costs may be included in the

Program loan.

C. AFFORDABILITY PARAMETERS FOR HOMEBUYERS

The actual amount of a buyer's Program subsidy shall be computed according to the housing ratio parameters specified in Section 5.0.A. Each borrower shall receive only the subsidy needed to allow them to become homeowners ("the Gap") while keeping their housing costs affordable. The City will use the "front-end ratio" of housing-expense-to-income to determine if the amount of the proposed primary loan is acceptable and, ultimately, the Program subsidy amount required, bridging the gap between the acquisition cost (purchase price plus closing costs) less down payment, and the amount of the primary loan.

D. RATE AND TERMS FOR PROGRAM LOAN

All Program assistance to individual households shall be made in the form of deferred payment (interest and principal) loan (DPL).

The Program loan's term shall be for at least as long as the primary loan. The interest rate shall be 3% simple interest per annum for the first fifteen (15) years of the term. On the fifteenth (15th) year following the date of the loan execution, simple interest will stop accruing and 50% of the interest accrued thus far will be forgiven. On the twentieth (20th) year following the date of loan execution, all interest shall be forgiven and only the principal loan amount is due.

All Program loan payments shall be deferred because the borrowers will have their repayment ability fully utilized under the primary loan. Loan principal shall not be forgiven, and the loan period cannot be extended, except for loans that are resubordinated when a rate and term refinance is approved, per Attachment D.

E. COMBINED LOAN-TO-VALUE RATIO

The loan-to-value ratio for a Program loan, when combined with all other indebtedness to be secured by the property, shall not exceed 100 percent of the sales price plus a maximum of up to 5 percent of the sales price to cover actual closing costs.

6.1 LOAN ADVISORY COMMITTEE PURPOSE AND COMPOSITION

- Loan Advisory Committee Purpose- the function of the LAC will be to review and act on applications for financing recommended by the Housing staff. The LAC shall specifically review funding proposals and base their recommendation on eligibility, compliance with all program requirements, consistency of staff recommendations regarding the type of assistance. The LAC will also review/approve program guidelines changes and make recommendation to council to approve or deny the changes.
- Composition- The LAC will consist of three (3) members of the City Council to be appointed by majority vote of the City Council for a maximum two-year term; two (2) individuals that reside in the Oroville City limits and/or own a business or work within

the City Limits of Oroville., to be appointed by majority vote of the City Council for a maximum two-year term; two (2) individual alternates to be appointed by the City Council. The Manager of Housing exofficio member without a vote. Terms may be extended by a majority vote of the City Council

7.0. PROGRAM LOAN REPAYMENT

7.1. PAYMENTS ARE VOLUNTARY

Borrowers may begin making voluntary payments at any time with no penalty to the borrower.

7.2. RECEIVING LOAN PAYMENTS

A. Program loan payments will be made to:

City of Oroville Business Assistance and Housing Development 1735 Montgomery St. Oroville CA 95965

B. The City will be the receiver of loan payments or recaptured funds and will maintain a financial record-keeping system to record payments and file statements on payment status. Payments shall be deposited and accounted for in the City's Program Income Account, as required by HCD programs. The Program lender will accept loan payments from borrowers prepaying deferred loans, and from borrowers making payments in full upon sale or transfer of the property. All loan payments are payable to the City. The City may at its discretion, enter into an agreement with a third party to collect and distribute payments and/or complete all loan servicing aspects of the Program.

7.3. DUE UPON SALE OR TRANSFER

In the event that an owner sells, transfers title, or discontinues residence in the purchased property for any reason, the principal balance of the DPL is due and payable, except:

- A. The owner shall be assured a fair return on investment including the owner's investment and any capital improvement. If the Net proceeds are insufficient for the City to recapture the balance of Program Loan owed, the City shall share the Net proceeds with the owner in proportion to each party's investment in the property. The Net proceeds are the sales price less repayment of the primary loan, and closing costs.
- B. If the owner of the property dies, and the heir to the property meets income requirements, the First-Time Homebuyer definition, and intends to occupy the home as a principal residence, the heir may be permitted, upon approval of the City, to assume the loan at the rate and terms the heir qualifies for under the

current participation guidelines. If the property owner dies and the heir does not meet eligibility requirements, the loan is due and payable.

- C. If an owner wants to convert the property to a rental unit, or any commercial or non-residential use, the loan is due and payable.
- D. The loan will be in default if the borrower fails to maintain required fire or flood insurance or fails to pay property taxes. See Attachment D on loan defaults for further information on property restrictions.

7.4. LOAN SERVICING POLICIES AND PROCEDURES

See Attachment D for local loan servicing policies and procedures. While the attached policy outlines a system that can accommodate a crisis that restricts borrower repayment ability, it should in no way be misunderstood: The loan must be repaid. All legal means to ensure the repayment of a delinquent loan as outlined in the Loan Servicing Policies and Procedures will be pursued.

7.5. LOAN MONITORING PROCEDURES

City will monitor Borrowers and their housing units annually to ensure adherence to Program requirements including, but not limited to, the following:

- A. Owner-occupancy
- B. Property tax payment
- C. Hazard insurance coverage
- D. Good standing on Primary loans
- E. General upkeep of housing units

8.0. PROGRAM LOAN PROCESSING AND APPROVAL

A. Loan Processing

All homebuyers or their representatives will be sent out an eligibility packet with all the necessary forms, disclosures, information, and application. They should submit a complete application packet with all the City's Program loan documents executed as well as all the information from the Primary Lender. The Primary Lender should submit: 1) accepted property sales contract with proper seller notification; 2) mortgage application with good faith estimates and first mortgage disclosures; 3) full mortgage credit report and rent verification; 4) current third party income verifications and verifications of assets; 5) homeownership education certificate, if applicable; and 6) signed underwriting transmittal summary and final signed loan application, both from primary lender. Staff will work with local lenders to ensure qualified participants receive only the benefit from the City's Program needed to purchase the housing unit and that leveraged funds will be used when possible.

B. Creditworthiness

Qualifying ratios are only a rough guideline in determining a potential borrower's creditworthiness. Many factors such as excellent or poor credit history, amount of down payment, and size of loan will influence the decision to approve or disapprove a particular loan. The borrower's credit history will be reviewed by the City and documentation of such maintained in the loan file. The City may elect to obtain a credit report or rely on a current copy obtained by the primary lender.

C. Documents from Primary Lender

After initial review of the qualified homebuyer's application packet, the City will request any additional documents needed. Documents may be faxed, but originals shall be received through the mail before Program funds are committed to escrow. Based on receipt and review of the final documents, the City will do an income certification (using most recent HCD program's guidance on income calculation and determination), and homebuyer certification (review of credit report and income taxes). Documentation of affordability will then be verified and subsidy requirement determined.

D. Disclosure of Program and Loan Information to Homebuyers

The Program's application and disclosure forms will contain a summary of the loan qualifications of the borrower with and without Program assistance. Housing ratios with and without Program assistance are also outlined in these guidelines. Information on the Program's application will be documented with third party verifications in the file. For example, the sales contact will provide the final purchase price and outline how much of the closing costs are to be paid by the seller, etc. The appraisal, termite and title report will provide information to substantiate the information in the sales contract and guide the construction inspection. The Program loan application will provide current debt and housing information and will be documented by the credit report and income/asset verifications. The Primary Lender's approval letter and estimated closing cost statement should reflect all the information in the loan package and show any contingencies of loan funding. Reviewing the Primary Lender's loan underwriting documentation will provide basic information about the qualification of the applicant and substantiate the affordability provided by the Program loan. By reviewing and crosschecking all the Primary Lender information, the final Program loan amount approved will fall within the affordability parameters of the Program.

8.1. COMPLETION OF UNDERWRITING AND APPROVAL OF PROGRAM LOAN

Once the loan approval package has been completed City will review the request and may approve it with or without conditions. Upon approval, a final closing date for escrow is set and Program funds are accessed for the homebuyer.

8.2. PRIMARY AND PROGRAM LOAN DOCUMENT SIGNING

The homebuyer(s) sign promissory notes, loan agreements, deeds of trust, and statutory lending notices (Truth In Lending (TIL), etc.); the Deeds of Trust are recorded with the County Clerk/Recorder at the same time, and the request(s) for copy of Notice of Default

are also recorded with the County Clerk/Recorder.

8.3. ESCROW PROCEDURES

The escrow/title company shall review the escrow instruction provided by the Program lender and shall issue a California Land Title Association (CLTA) and the American Land Title Association (ALTA) after closing. The CLTA policy is issued to the homebuyer and protects them against failure of title based on public records and against such unrecorded risks as forgery of a deed. The ALTA is issued to each lender providing additional coverage for the physical aspects of the property as well as the homebuyer's title failure. These aspects include anything which can be determined by only physical inspection, such as correct survey lines; encroachments; mechanics liens; mining claims and water rights. The Program lender instructs the escrow/title company in the escrow instructions as to what may show on the policy; the amount of insurance on the policy (all liens should be covered) and the loss payee (each lender should be listed as a loss payee and receive an original ALTA).

9.0. SUBORDINATE FINANCING

With today's high costs, in order for a low-income household to obtain a home, several funding sources might be required. Subordinate loans may be used to cover mortgage subsidy costs that exceed the Program maximum loan amount. All subordinate liens must have the payments deferred and the term must be for at least as long as the term of the Program loan.

10.0. EXCEPTIONS AND SPECIAL CIRCUMSTANCES

The City may make amendments to these Participation Guidelines. Any changes shall be made in accordance with regulations and approved by the City Council. Changes shall then be sent to HCD for approval.

10.1. DEFINITION OF EXCEPTION

Any case to which a standard policy or procedure, as stated in the guidelines, does not apply or an applicant treated differently from others of the same class would be an exception.

10.2. PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

- A. The City or its agent may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including the City's recommended course of action and any written or verbal information supplied by the applicant.
- B. The City shall make a determination of the exception. The request can be presented to the City's loan committee and/or governing body for a decision.

11.0. DISPUTE RESOLUTION AND APPEALS PROCEDURE

Any applicant denied assistance from the Program has the right to appeal. Complaints concerning the Program should be made to the City first. If unresolved in this manner, the

complaint or appeal must be made in writing and filed with the City. The City will then schedule a meeting with the Loan Review Committee. Their written response will be made within thirty (30) working days. If the applicant is not satisfied with the Committee's decision, a request for an appeal may be filed with the City's governing body. Final appeal must be filed in writing with HCD within one year after denial.

The Appeals Board is made up of three (3) members, consisting of the Mayor and two (2) City Council members to be appointed by the Mayor. The two council members appointed by the Mayor cannot be the same as the LAC members.

ATTACHMENT A

24 CFR Part 5 ANNUAL INCOME INCLUSIONS AND EXCLUSIONS

Part 5 Inclusions

This table presents the Part 5 income inclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

O = m = m = 1 O = 4 = = = = =	(Look Madified, January 2005)
General Category	(Last Modified: January 2005)
1. Income from wages, salaries, tips, etc.	The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. Business Income	The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest & Dividend Income	Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in number 2 (above). Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
4. Retirement & Insurance Income	The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except for certain exclusions, listed in Income Exclusions, number 14).
5. Unemployment & Disability Income	Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for certain exclusions, listed in Income Exclusions, number 3).
6. Welfare Assistance	Welfare Assistance. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income: • Qualify as assistance under the TANF program definition at 45 CFR 260.31; and

	 Are otherwise excluded from the calculation of annual income per 24 CFR 5.609(c). If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus: the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family welfare assistance is reduced from the standard of need by applying a percentage, the amount calculated under 24 CFR 5.609 shall be the amount resulting from one application of the percentage.
7. Alimony, Child Support, & Gift Income	Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
8. Armed Forces Income	All regular pay, special day, and allowances of a member of the Armed Forces (except as provided in number 8 of Income Exclusions).

Part 5 exclusions

This table presents the Part 5 income exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

General Category	(Last Modified: January 2005)
1. Income of Children	Income from employment of children (including foster children) under the age of 18 years.
2. Foster Care Payments	Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
3. Inheritance and Insurance Income	Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses (except for certain exclusions, listed in Income Inclusions, number 5).
4. Medical Expense Reimbursements	Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
5. Income of Live-in Aides	Income of a live-in aide (as defined in 24 CFR5.403).
6. Income from a Disabled Member	Certain increase in income of a disabled member of qualified families residing in HOME-assisted housing or receiving HOME tenant-based rental assistance (24 CFR 5.671 (a)).

7. Student Financial Aid	The full amount of student financial assistance paid directly to the student or to the educational institution.		
8. "Hostile Fire" Pay	The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.		
9. Self-Sufficiency Program Income	 a. Amounts received under training programs funded by HUD. b. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set side for use under a Plan to Attain Self-Sufficiency (PASS). 		
	c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of- pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program.		
	d. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving s a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time.		
	e. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.		
10. Gifts	Temporary, nonrecurring, or sporadic income (including gifts).		
11. Reparation Payments	Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.		
12. Income from Full-time Students	Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household or spouse).		
13. Adoption Assistance Payments	Adoption assistance payments in excess of \$480 per adopted child.		

& SSI Income

14. Social Security Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.

Property 15. Refunds

Tax Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.

16. Home Assistance

Care Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep this developmentally disabled family member at home.

Exclusions

17. Other Federal Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply. A notice will be published in the Federal Register and distributed to housing owners identifying the benefits that qualify for Updates will be published and distributed when necessary. The following is a list of income sources that qualify for that exclusion:

- The value of the allotment provided to an eligible household under the Food Stamp Act of 1977;
- Payments to volunteers under the Domestic Volunteer Service Act of 1973 (employment through AmeriCorps, VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives, senior companions);
- ▶ Payments received under the Alaskan Native Claims Settlement Act:
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians:
- Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program.
- Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- ▶ The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court and the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands:
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal workstudy program or under the Bureau of Indian Affairs student assistance programs;

- Payments received from programs funded under Title V of the Older Americans Act of 1985 (Green Thumb, Senior Aides, Older American Community Service Employment Program);
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the <u>In Re Agent Orange</u> product liability litigation, M.D.L. No. 381 (E.D.N.Y.);
- ▶ Earned income tax credit refund payments received on or after January 1, 1991, including advanced earned income credit payments;
- ▶ The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
- ▶ Payments received under programs funded in whole or in part under the Job Training Partnership Act (employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, veterans employment programs, state job training programs and career intern programs, AmeriCorps).
- Payments by the Indians Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation:
- Allowances, earnings, and payments to AmeriCorps participants under the National and Community Services Act of 1990;
- Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran:
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act; and
- Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

ATTACHMENT B

This table presents the Part 5 asset inclusions and exclusions as stated in the HUD Technical Guide for Determining Income and Allowances for HOME Program (Third Edition; January 2005).

Statements from 24 CFR Part 5 – Last Modified: January 2005

Inclusions

- 1. Cash held in savings accounts, checking accounts, safe deposit boxes, homes, etc. For savings accounts, use the current balance. For checking accounts, use the average 6-month balance. Assets held in foreign countries are considered assets.
- 2. Cash value of revocable trusts available to the applicant.
- 3. Equity in rental property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset and all reasonable costs (e.g., broker fees) that would be incurred in selling the asset. Under HOME, equity in the family's primary residence is not considered in the calculation of assets for owner-occupied rehabilitation projects.
- 4. Cash value of stocks, bonds, Treasury bills, certificates of deposit and money market accounts.
- 5. Individual retirement, 401(K), and Keogh accounts (even though withdrawal would result in a penalty).
- 6. Retirement and pension funds.
- 7. Cash value of life insurance policies available to the individual before death (e.g., surrender value of a whole life or universal life policy).
- 8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
- 9. Lump sum or one-time receipts, such as inheritances, capital gains, lottery winnings, victim's restitution, insurance settlements and other amounts not intended as periodic payments.
- 10. Mortgages or deeds of trust held by an applicant.

Exclusions

- 1. Necessary personal property, except as noted in number 8 of Inclusions, such as clothing, furniture, cars and vehicles specially equipped for persons with disabilities.
- 2. Interest in Indian trust lands.
- 3. Assets not effectively owned by the applicant. That is, when assets are held in an individual's name, but the assets and any income they earn accrue to the benefit of someone else who is

not a member of the household and that other person is responsible for income taxes incurred on income generated by the asset.

- 4. Equity in cooperatives in which the family lives.
- 5. Assets not accessible to and that provide no income for the applicant.
- 6. Term life insurance policies (i.e., where there is no cash value).
- 7. Assets that are part of an active business. "Business" does not include rental of properties that are held as an investment and not a main occupation.

PART 5 ANNUAL INCOME NET FAMILY ASSET INCLUSIONS AND EXCLUSIONS ATTACHMENT C

MAXIMUM PURCHASE PRICE/AFTER-REHAB VALUE LIMIT FOR CITY OF OROVILLE (HOME Value Limits as of 6/1/2021)

EXISTING	NEW
CONSTRUCTION	CONSTRUCTION (less
	than 12 months old)
\$314,000	\$314,000

HOME SUBSIDY LIMITS PER UNIT FOR CITY OF OROVILLE (Limits are effective 6/2/2020)

1		,			
	O-BDR	1-BDR	2-BDR	3-BDR	l 4 & 5-BDR
	O-DDIX	וטטול	2-001	3-001	4 & 3-DDIX
	\$153,314	\$175,752	\$213,718	\$276,482	\$303,490
	φ133,31 4	\$173,73Z	ΦΖΙΟ,/ΙΟ	Φ210, 4 02	Ψ303,490

INCOME LIMITS FOR CITY OF OROVILLE* (Limits became effective 6/1/2021 (CDBG) and 7/1/2020(HOME)

Number of Persons in Household								
	1 2 3 4 5 6 7 8						8	
80% of AMI	\$39,050	\$44,600	\$50,200	\$55,750	\$60,250	\$64,700	\$69,150	\$73,600

^{*}Sponsor will insert the limits for the county in which the Program is located and will update the income limits annually as HCD provides new information. The link to the official, HCD-maintained, income limits is: http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml (choose CDBG and HOME limits, not State limits.)

SPONSOR STANDARDS FOR BEDROOMS AND BATHROOMS TO PREVENT OVERCROWDING

Maximum No. of Persons in the Household	Number of Bedrooms	Number of Bathrooms
1	SRO	1
1	0-BR	1
2	1-BR	1
4	2-BR	2
6	3-BR	2
8	4-BR	3
10	5-BR	3
12	6-BR	4

- Children may share a bedroom, up to 2 children per bedroom.
- Children shall be permitted a separate bedroom from their parents.

(See additional guidance on next page)

- 4 or more people a second bathroom is allowable.
- 8 or more people a third bathroom is allowable.

- Same rules apply to mobile home units.
- Adults not in a partner relationship may have their own bedroom

The chart above is used as a guide to overcrowding.

ATTACHMENT D

LOAN SERVICING POLICIES AND PROCEDURES FOR CITY OF OROVILLE

The City of Oroville, hereafter called "Lender," has adopted these policies and procedures in order to preserve its financial interest in properties whose "Borrowers" have been assisted with public funds. The Lender will to the greatest extent possible follow these policies and procedures, but each loan will be evaluated and handled on a case-by-case basis. The Lender has formulated this document to comply with state and federal regulations regarding the use of these public funds and any property restrictions, which are associated with them.

The policies and procedures are broken down into the following areas: 1) making required monthly payments or voluntary payments on a loan's principal and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) loans with annual occupancy restrictions and certifications 5) required noticing and limitations on any changes in title or use of property; 6) required noticing and process for requesting a subordination during a refinance; 7) processing of foreclosure in case of default on the loan.

1. Loan Repayments:

The Lender will collect monthly payments from those borrowers who are obligated to do so under Notes which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly due date.

For Notes which are deferred payment loans, the Lender must accept voluntary payments on the loan. Loan payments will be credited to principal. The Borrower may repay the loan balance at any time with no penalty.

2. Payment of Property Taxes and Insurance:

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee. Except for HOME-funded loans, if borrower fails to maintain the necessary insurance, the Lender may take out force placed insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance with an endorsement naming the City of Oroville as lender loss payee will be required at close of escrow. The lender will verify the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan (not permissible when funded with HOME). Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

3. Required Request for Notice of Default:

When the Borrower's loan is in second position behind an existing first mortgage, it is the Lender's policy to prepare and record a "Request for Notice of Default" for each senior lien in front of Lender's loan. This document requires any senior lienholder listed in the notice to notify the lender of initiation of a foreclosure action. The Lender will then have time to contact the Borrower and assist them in bringing the first loan current, if possible. The Lender can also monitor the foreclosure process and go through the necessary analysis to determine if the loan can be made whole or preserved. When the Lender is in a third position and receives notification of foreclosure from only one senior lienholder, it is in their best interest to contact any other senior lienholders regarding the status of their loans.

4. Annual Occupancy Restrictions and Certifications:

On owner-occupant loans, the Lender will require that Borrowers submit utility bills and/or other documentation annually to prove occupancy during the term of the loan. For CDBG, some loans may have income and housing cost evaluations, which require a household to document that they are not able to make amortized loan payments, typically every five years. These loan terms are incorporated in the original Note and Deed of Trust. On HOME-funded loans, annual occupancy verification will occur between January 1 and June 30 of each year.

5. Required Noticing and Restrictions on Any Changes of Title or Occupancy:

In all cases where there is a change in title or occupancy or use, the Borrower must notify the Lender in writing of any change. Lender and Borrower will work together to ensure the property is kept in compliance with the original Program terms and conditions such that it remains available as an affordable home for low-income families. These types of changes are typical when Borrowers do estate planning (adding a relative to title) or if a Borrower dies and property is transferred to heirs or when the property is sold or transferred as part of a business transaction. In some cases, the Borrower may move and turn the property into a rental unit without notifying the Lender. Changes in title or occupancy must be in keeping with the objective of benefit to low-income households (below 80 percent of AMI).

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may either pay the loan in full or assume all loan repayment obligations of the original owner-occupant, subject to the approval of the Lender's Loan Committee (depends on the HCD program).

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on household size and household income, provided the heir is income eligible. If the heir intends to occupy the property and is not low-income, the balance of the loan is due and payable. For CDBG only, if the heir intends to act as an owner-investor (not permitted under HOME), the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's Loan Committee.

Change from owner-occupant to owner-investor occurs when an owner-occupant decides to move out and rent the assisted property, or if the property is sold to an investor. If the owner converts any assisted unit from owner-occupied to rental, the loan is due in full.

Conversion to use other than residential use is not allowable where the full use of the property is changed from residential to commercial or other. In some cases, Borrowers may request that the Lender allow for a partial conversion where some of the residence is used for a business but the household still resides in the property. Partial conversions can be allowed if it is reviewed and approved by any and all agencies required by local statute. If the use of the property is converted to a fully non-residential use, the loan balance is due and payable.

6. Requests for Subordinations:

When a Borrower wishes to refinance their existing first mortgage, they must submit a subordination request to the Sponsor. The Sponsor will subordinate their loan only when there is no "cash out" as part of the refinance. No cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt payoffs or additional encumbrances on the property above traditional refinance transaction costs. The refinance should lower the existing housing cost of the household. The total indebtedness on the property should not exceed the current market value except when the borrower is obtaining a HARP II or other similar federally approved refinance loan. If the HARP II or other similar financing is approved and meets all other requirements, combined Loan-To-Value will not be considered when reviewing the subordination request.

Also, the loan must:

- 1. be fully amortized and have a fixed interest rate that does not exceed the current market rate, as established by an index identified in the most recent NOFA;
- 2. not have a temporary interest rate buy-down;
- 3. have a term "all due and payable" that matures prior to or concurrently with the maturity date of the Promissory Note. Therefore, the maturity date of the existing Promissory Note should be modified to coincide with the maturity date of the new first mortgage; and,
- 4. not have a balloon payment due before the maturity date of the Program loan.

Upon receiving the proper documentation from the refinance lender, the request will be considered by the Manager of Business Assistance and Housing Development for review and approval. Upon approval, the escrow company will provide the proper subordination document for execution and recordation by the Sponsor.

7. Process for Loan Foreclosure:

Upon any condition of loan default: 1) non-payment; 2) lack of insurance or property tax payment; 3) change in title or use without approval; 4) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

When a senior lienholder starts a foreclosure process and the Lender is notified via a Request for Notice of Default, the Lender, who is the junior lienholder, may cancel the foreclosure proceedings by "reinstating" the senior lienholder. The reinstatement amount or payoff amount must be obtained by contacting the senior lienholder. This amount will include all delinquent payments, late charges and fees to date. Lender must confer with Borrower to determine if, upon paying the senior lienholder current, the Borrower can provide future payments. If this is the case, then the Lender may cure the foreclosure and add the costs to the balance of the loan with a Notice of Additional Advance on the existing note.

If the Lender determines, based on information on the reinstatement amount and status of Borrower, that bringing the loan current will not preserve the loan, then staff must determine if it is cost effective to protect their position by paying off the senior lienholder in total and restructure the debt such that the unit is made affordable to the Borrower. If the Lender does not have sufficient funds to pay the senior lienholder in full, then they may choose to cure the senior lienholder and foreclose on the property themselves. As long as there is sufficient value in the property, the Lender can afford to pay for the foreclosure process and pay off the senior lienholder and retain some or all of their investment.

If the Lender decides to reinstate, the senior lienholder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of recording of the "Notice of Default." If the Lender fails to reinstate the senior lienholder before five (5) days prior to the foreclosure sale date, the senior lienholder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lienholder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

Lender as Senior Lienholder

When the Lender is first position as a senior lienholder, active collection efforts will begin on any loan that is 31 or more days in arrears. Attempts will be made to assist the homeowner in bringing and keeping the loan current. These attempts will be conveyed in an increasingly urgent manner until loan payments have reached 90 days in arrears, at which time the Lender may consider foreclosure. Lender's staff will consider the following factors before initiating foreclosure:

- 1) Can the loan be cured and can the rates and terms be adjusted to allow for affordable payments such that foreclosure is not necessary?
- 2) Can the Borrower refinance with a private lender and pay off the Lender?
- 3) Can the Borrower sell the property and pay off the Lender?
- 4) Does the balance warrant foreclosure? (If the balance is under \$5,000, the expense to foreclose may not be worth pursuing.)
- 5) Will the sales price of home "as is" cover the principal balance owing, necessary advances, (maintain fire insurance, maintain or bring current delinquent property taxes, monthly yard maintenance, periodic inspections of property to prevent vandalism, etc.) foreclosure, and marketing costs?

If the balance is substantial and all of the above factors have been considered, the Lender may opt to initiate foreclosure. The Borrower must receive, by certified mail, a thirty-day notification of foreclosure initiation. This notification must include the exact amount of funds to be remitted to the Lender to prevent foreclosure (such as, funds to bring a delinquent BMIR current or pay off a DPL).

At the end of thirty days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lienholders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

When the process is completed, and the property has "reverted to the beneficiary" at the foreclosure sale, the Lender could sell the home themselves under a homebuyer program or use it for an affordable rental property managed by a local housing authority or use it for transitional housing facility or other eligible use. The Lender could contract with a local real estate broker to list and sell the home and use those funds for program income eligible uses.

ATTACHMENT E

SELLERS LEAD-BASED PAINT DISCLOSURE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure			
(a) Presence of lead-ba	ased paint and/or lead-b	pased paint hazards (check (i) or (ii) below):
			hazards are present in the housing
(explain).	·		·
(ii) Seller	has no knowledge of I	ead-based paint and	d/or lead-based paint hazards in the
housing.	J	·	·
•	s available to the seller	(check (i) or (ii) below	v):
(i) Seller h	has provided the purcha	ser with all available	records and reports pertaining to busing (list documents below).
(ii)Seller h paint hazards ir		s pertaining to lead-b	eased paint and/or lead-based
Purchaser's Acknowl	ledament (initial)		
	received copies of all in	formation listed above	re.
			rom Lead in Your Home.
	(check (i) or (ii) below):		
			eed upon period) to conduct a risk
			aint and/or lead-based paint hazards;
or		·	•
(ii)waive	d the opportunity to con	duct a risk assessme	ent or inspection for the presence of
Lead-based pa	aint and/or lead-based	paint hazards (NO	Γ PERMISSIBLE FOR HOME AND
CDBG).			
Agent's Acknowledge	,		
			er 42 U.S.C. 4852d and is aware
	onsibility to ensure comp	oliance.	
Certification of Accur			
			fy, to the best of their knowledge, that
the information they ha	ave provided is true and	accurate.	
Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
	** 1 5	2 11 11	D 00

Item 11.

Agent	Date	Agent	Date

ATTACHMENT F

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer DECLARATION

This is to inf	form you that	t	tiafa atam can	would like to	purchase the pro	perty, located at
<u>¢</u>	for a cle	, if a sa	ustactory agi	reement can be der conditions d	reached. We are escribed in the att	prepared to pay
contract of s			property un	aci conditions a	sombed in the att	adrica proposca
	ederal funds g information		in the purch	nase, however, v	we are required to	disclose to you
1.	thru the age	ency, ave the powe eminent	r of eminent domain	will not acd domain to acqui) and	e buyer,equire your property be the the power of em	erty. The buyer by condemnation agency/Sponsor
2.	The estima	ted fair mark			and wo	_
	professiona	al appraiser p	rior to close	of escrow.		
regu no te Agai actio	lation. Also, enant will be n, please un on to acquire	as indicated permitted to derstand that it. If you are	in the contra occupy the p t if you do no e willing to s please sign	act of sale, this or property before to the wish to sell you ell the property the contract and	1970 (URA), or a offer is made on the sale is comple ur property, we will under the condition of the true it to us at:	he condition that ted. ill take no further ons described in
abou	ut this	matter,			If you have	
Sinc	erely,	·				
Title						
Buyer				Date		
Buyer				Date		
-	nues on nex	kt page with	Seller's Acl	knowledgment		

Disclosure to Seller with Voluntary, Arm's Length Purchase Offer (Page 2)

Acknowledgement

As the Seller I/we understand that the health and safety deficiencies. I/we also understand that transaction and, as such, if the property was built before 1 be signed by both the buyer and seller, and that a Visual As the presence of deteriorated paint.	at public funds may be involved in this 978, a lead-based paint disclosure must
As the Seller, I/we understand that under the City of Oroville owner-occupied, vacant for three months at the time of su occupied), or renter purchasing the unit. I/we hereby certification	ubmission of purchase offer, new (never
☐ Vacant at least 3 months; ☐ Owner-occupied; ☐ Nev	v; or Being Purchased by Occupant
I/we hereby certify that I have read and understand this Notice was given to me prior to the offer to purchase purchase offer, I/We choose to withdraw or Agreement.	. If received after presentation of the
Seller	Date
Seller	Date

ATTACHMENT H

Contact Person:	Date of Ins	Assessor's Parcel Number:		
Property Address:	Year Built: # of Bedrooms:	Square Feet: # of Bathrooms:	Telephone:	
E-Mail:	Inspector: Jim	Gollihar	Realtor:	

QOVILLE, CO	MIFORN
EXTERIOR	

First Time Home Buyer's Inspection

City of Oroville

Checklist

Business Assistance and Housing Development Department Office (530) 538-2495 Fax (530) 538-2539 Email: www.cityoforoville.com

	П						
Grading:	Pass	Correction _					
Driveway:	∟ Pass	Correction					
Deck/Patio:	Door	Correction					
Deck/Pallo.	Pass	Correction					
Foundation:	Pass	Correction					
Roof:	∐ Pass	L_I Correction					
Chimney:	Pass	Correction					
Stucco:	L.J Pass	L_I Correction					
Oldood.							
Siding:	Pass	Correction					
Exterior Trim:	∐ Pass	Correction					
Zatorioi Triini							
Windows:	Pass	Correction					
Door(s):	L.J Pass	L_I Correction					
		_					
INTERIOR							
Walls:	☐ Pas	s Correction					
Doors:	☐ Pas	s Correction					
Lead Based Paint:	☐ Pas	s Correction					
MECHANICAL							
Water Heater Seism	ic Strapp	oing: Pass	☐ Correction				
Ventilation Installed	Property	: Pass	☐ Correction				
Adequate Combusti	on Air:	☐ Pass	☐ Correction				
Pressure Temperature Relief Valve (PTR) Value Terminated to Approval Loc						Corrections	
City of Oroville		Homeb	uyer Progran	n Guidelines	Pag	ge 42	

Heating Ventilation and	Air Condition	oning Syste	em:	Pass	☐ Correction	ns	
Miscellaneous Items							
ELECTRICAL							
Service/Subpanel Circuit I Labeled :	Breakers	☐ Pass	Correction				
Lighting:		☐ Pass	Correction				
Hazardous Wiring:		☐ Pass	Correction				
Grounding Protection:		☐ Pass	Correction				
Other Electrical Items:		☐ Pass	Correction				
PLUMBING Non-Removable back fi prevention devise on al bibs: Water Piping: Drains, Vents, Cleanou Miscellaneous Plumbin	I hose ts:	☐ Pass ☐ Pass ☐ Pass	☐ Correction ☐ Correction ☐ Correction				
Miscellaneous Flumbin	g items.						
Insulation Type: Adequate Cross				Ap Va	proximate l lue	R- 	
Ventilation: Evidence of Water Intrusion:	☐ Pass	☐ Correct					
Roof Structure:	☐ Pass	☐ Correct	ion				
BASEMENT							
Basement: Evidence of Water Intrusion:	☐ Pass	☐ Correct	-				
MISCELLANEOUS ITEM	<u>S:</u>						
Exposed Dry Rot: Smoke Detectors Instal on Every Level:	☐ Pass led in Bedro	☐ Correcti coms, Roo		to Bedro	ooms, and	☐ Pass	☐ Correction
Carbon Monoxide Dete level:	ctors install	ed outside	the bedroom	m, and o	n each	☐ Pass	☐ Correction

Pool Equipment/ Pool			
Deck:	☐ Pass	☐ Correction	
Pool Alarms:	☐ Pass	☐ Correction	
Pool Fence/Gate:	☐ Pass	☐ Correction	
1.			
2.			
Miscellaneous:			
	ghly recomm	ended that yo	of items that may need repair on the property and is not but hire a third party inspection company to thoroughly
Date:		Signatu	re:

ATTACHMENT I

Homebuyer Program Lead Compliance Document Checklist

The following documents should be in each Homebuyer unit file to document compliance with the lead requirements:

Document Name	Purpose	✓
Lead Safe Housing Rule Screening Sheet	Documents exemptions	
Physical inspection form (HQS or equivalent)	Documents visual assessment results	
Seller Certification	Seller certifies that paint was stabilized by qualified workers and that safe work practices were followed during paint stabilization	
Clearance Report and Clearance Review Worksheet	Documents that unit passed clearance	
Disclosure Form	Documents that buyer received disclosure and pamphlet.	

Lead Hazard Reduction Notice	Documents that buyer
	received required lead
	hazard reduction
	notification.

This was taken from the HUD Website at:

 $\underline{\text{http://www.hud.gov/offices/cpd/affordablehousing/training/leadsafe/usefulforms/index.cfm\#crosscut}\underbrace{\text{ting}}$



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

CONNIE SPADE, ASSOCIATE PLANNER

RE: FIRST READING OF ZONING CODE AMENDMENT ZC22-01,

PROPOSED REVISION OF OROVILLE MUNICIPAL CODE TO ADD

CHAPTER 17.16.240 RELATING TO THE REGULATION OF MASSAGE ESTABLISHMENTS AND INDEPENDENT MASSAGE

PROVIDERS.

DATE: APRIL 5, 2022

SUMMARY

The Council will consider adding OMC Chapter 17.16.240 relating to the City's regulation of massage and other therapeutic bodywork businesses. These regulations are intended to protect the health, safety and welfare of clients, the public and individuals while respecting legitimate massage businesses, and complying with the Massage Therapy Act of 2008.

DISCUSSION

At present, the City of Oroville has not adopted regulations to adequately govern massage businesses. The proposed massage ordinance would provide direction, structure and minimum requirements for State massage certification, sanitation, safety, professional conduct, and operational standards.

The city recognizes massage therapy as a healing art and the many benefits it provides to residents and visitors in Oroville. However, the city must also address the widespread use of massage establishments as a front for sex trafficking and other criminal activity. Therefore, the proposed ordinance includes several features to prevent and curtail illegal activities to ensure the health, safety, and welfare of the community and possibly the victims of sex trafficking.

The Planning Commission recommends approval. The highlighted changes are minor clarifications made after the Planning Commission's review and with their consent.

During the development of this ordinance the California Massage Therapy Council (CAMTC) provided vital information and support, the Development Review Committee

provided input at two meetings, and the Director of Code Enforcement has been involved throughout.

The Planning Commission Staff report includes a detailed discussion of the CAMTC, the law creating it, and the key features of the proposed ordinance, which include:

- Only massage therapists with a minimum of 500 hours of study from a school approved by the California Massage Therapy Council (CAMTC) can work at a massage establishment.
- 2. Existing sole providers must pass a live scan and provide proof of valid education to the city within 60 days of ordinance enactment.
- 3. Future sole providers must have a minimum of 350 hours of study and practice from a CAMTC approved school but do not have to be CAMTC certified
- 4. Existing massage establishment managers and massage therapists that are not CAMTC certified are allowed 16 months from the date of massage ordinance enactment to submit a copy of their CAMTC certificate and color copy of their CAMTC photo identification card. At 12 months each manager and massage therapist must provide proof to the city they completed 500 hours of study and CAMTC has accepted their complete application.
- 5. Within 60 days of enactment of this ordinance, all establishment owners and personnel (including support staff) are required to submit results of a live scan to the Chief of Police unless they are CAMTC certified.
- Owners must provide their work history, work location(s), and job title(s) for the
 previous five years and provide documents regarding any suspension or
 revocation of a massage establishment permit in any jurisdiction over the last
 10 years.
- 7. Operational requirements at massage establishments include no tinting of windows, indoor and outdoor lighting, window treatments, cleanliness, logging of daily treatments, creating a register of <u>all</u> persons associated with the massage establishment that is updated every 30 days. There are strict limits on advertising.

FISCAL IMPACT

None

RECOMMENDATION

- 1. Conduct a Public Hearing on the proposed Massage Ordinance.
- Waive first reading and approve Ordinance 1863 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING CHAPTER 17.16.240 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO THE REGULATION OF MASSAGE ESTABLISHMENTS AND INDEPENDENT MASSAGE PROVIDERS.

3. Adopt Resolution No. 9041 - A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING ZONING CHANGE ZC 22-01 AND ADOPTING AN ORDINANCE ADDING CHAPTER 17.16.240 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO THE REGULATION OF MASSAGE ESTABLISHMENTS AND INDEPENDENT MASSAGE PROVIDERS.

ATTACHMENTS

- 1. Ordinance No. 1863
- 2. Planning Commission Package (staff report and resolution)
- 3. Graphic Massage Regulation by Business Type
- 4. City Council Resolution No 9041

ORDINANCE No. 1863

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADDING CHAPTER 17.16.240 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO THE REGULATION OF MASSAGE ESTABLISHMENTS AND INDEPENDENT MASSAGE PROVIDERS

April 5, 2022

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17.16.xxx - Purpose and Intent.

The city recognizes that massage is a viable professional healing art offering the public valuable health and therapeutic services. The city also recognizes that unless properly regulated, the profession may be highjacked for use by the sex industry or human traffickers, posing a threat to the victims, customers, and the quality of life in the community.

It is the purpose and intent of this Chapter to protect the public health, safety, and welfare by providing for the orderly regulation of massage establishments and sole providers ensuring individuals providing massage or other therapeutic bodywork are qualified and properly trained to avoid injury to clients, and by providing minimum building, sanitation, and operation standards for such businesses, while relying on the uniform statewide regulation enacted by the State Legislature in 2008, as well as subsequent amendments, in Business and Professions Code Section 4600 et seq., known as the Massage Therapy Act.

Specifically, the regulations in this Chapter are intended to reduce or prevent blight, protect and preserve the quality of properties and the quality of life in the City of Oroville, deter criminal activity and prevent commercial sexual exploitation and human trafficking.

17.16.xxx - Definitions.

The following terms and phrases, whenever used in this Chapter, are defined as follows:

Accessory Massage Business. A massage business in a building, office or other fixed location that is secondary to the primary use including, but not limited to, a hotel, motel, beauty salon, spa, athletic club, nail salon, or yoga studio.

California Massage Therapy Council or "CAMTC". The non-profit organization formed to oversee and certify individual massage therapist and massage schools pursuant to the California Business and Professions Code Chapter 10.5 of Division 2 of the Business and Professions Code (commencing with section 4600). The CAMTC does not regulate massage establishments.

CAMTC certification or state certification. These terms are used interchangeably and refer to a valid certificate properly issued by CAMTC pursuant to California Business and Professions Code Section 4600 et seq., as amended issued to individuals completing 500 hours of massage instruction from a CAMTC approved school, passed the State exam, and successfully passed a live scan background check. Certification is valid for two years.

Certified massage establishment. Any establishment where the manager(s) and massage therapist(s) have current and valid CAMTC certificates.

Certified massage therapist. Any individual to whom the CAMTC has issued a certificate and photo identification card per Business and Professions Code sections 4600-4620.

Chief of Police. The City Chief of Police, or his or her designee.

City business license. The city license required for all businesses in the city and issued per Municipal Code Section 5.08.030.

City Administrator. The City Administrator, or his or her designee.

Compensation. The payment, loan, advance, donation, contribution, deposit, exchange, or gift of money or anything of value.

Exempt Individuals. Sole providers and massage establishment owners are exempt from CAMTC certification after successfully passing a live scan background check and other conditions, but not otherwise exempt from other requirements of this Chapter.

Franchise Massage Establishment. A franchise is a type of license that grants a franchisee access to a franchisor's proprietary trade name, products and services, and an entire system for operating the business.

Live scan. A criminal background check using inkless fingerprint imaging required by the State prior to CAMTC certification and for individuals exempt from CAMTC certification by this Chapter.

Massage. Massage means the therapeutic manipulation of the external soft tissues of the body for remedial health, or hygienic purposes for any form of compensation by means of pressure, friction, stroking, kneading, rubbing, tapping, vibrating, pounding, to produce increased awareness, relaxation, pain relief, injury rehabilitation, or neuromuscular reeducation with or without the aid of any mechanical or electrical apparatus or appliances; or with or without supplementary aids, such as rubbing alcohol, liniments, antiseptics, oils, powders, creams, gels, lotions, ointments, or other similar preparations commonly used in this practice; or baths, showers or electric tub.

Massage therapist. An individual that provides massage therapy who has completed verifiable hours in a resident course of study from a recognized school.

Massage business. Any person, firm, association, partnership, corporation, joint venture, or a combination of individuals who engages in, conducts, carries on or permits to be engaged in, conducted or carried on for consideration, massages or health treatments in the city in which massages are given in return for compensation of any type whether at a fixed place of business or a location designated by the client.

Massage establishment. An office, site or premises, or portion thereof, where the owner(s) employ, contract with, or otherwise retain massage therapists to provide on-site massage, offsite massage on behalf of the establishment, or a combination of both.

Massage establishment manager. Any person who supervises, manages, directs, organizes, controls or in any other way is responsible for or in charge of the overall operation, conduct or activities of a massage establishment business. The manager may be the massage establishment owner or a CAMTC certified massage therapist.

Mobile and off-site massage. The engaging in or carrying on of massage therapy or other bodywork for compensation at a location requested by the client (e.g., client residence or office) or by the massage therapist (e.g., sports event, health fair or senior home). Mobile massage does mean administering massage/bodywork within a vehicle.

Other Bodywork. A therapeutic practice of the healing arts, other than massage (e.g., shiatsu, acupressure, bowen, manual lymph drainage) that include therapeutic touch or energy work.

Owner. For purposes of this Chapter "owner" refers to all owners of a massage establishment.

Owners. A partnership, corporation, or shareholder of a massage establishment and means any of the following:

- Any general partner of a partnership that owns and operates a massage establishment business; or
- Any person who has an ownership interest in a corporation that owns and operates a massage establishment; or
- All owners of a massage establishment including any of the following persons, a general partner, a limited partner, a shareholder, or any person who has a five percent or greater ownership interest in a massage business whether as an individual, corporate entity, limited partner, or shareholder.

Reception Area. An area immediately inside the main entry door of the massage establishment dedicated to the reception and waiting of clients.

Recognized school. Any school or institution of higher learning which has been approved pursuant to California Education Code Section 94300 et seq. or other applicable state law or regulations of California or another state school on the ethics, practice, methods, and contraindications of the profession of massage, including the study of anatomy, physiology and hygiene, and practice of massage techniques and that provides a diploma or certificate.

Sole provider. An individual that administers massage or other therapeutic bodywork, owns 100 percent of their business, and is the only person working for that business.

Visitor. Any individual not retained or employed by the massage establishment and not receiving or waiting to receive massage therapy services including, but not limited to, a caretaker, child of a client, parent of child receiving massage, delivery person, and the public.

17.16.xxx - Regulation of Massage Establishments

This Chapter includes requirements for massage establishments and other types of massage businesses. Requirements are different for existing businesses and future businesses that wish to operate in the city.

A. State (CAMTC) Certification

- No person shall establish, operate, or maintain a Massage Establishment within city limits without ensuring that each individual administering massage or other bodywork (whether an employee or independent contractor) and manager has a current and valid state certification through CAMTC.
- 2. CAMTC certificate holders shall renew their CAMTC certification every two (2) years as required by the Massage Therapy Act.

Business License

 Any person or persons that currently operate or that wish to open a massage establishment within the city shall have a valid Business License as required in Section 5.08.030, renew the license every 12 months, and obtain all necessary city approvals.

- 2. The massage establishment business license shall be valid for one (1) year from the date of issuance, and, unless suspended or revoked, must be renewed by the massage establishment owner every 12 months.
- 3. Applications for renewal must be submitted to the Police Chief or his or her designee by no later than sixty (60) calendar days before the expiration of such business license.
- 4. Massage therapists that are non-employees of a massage establishment must also obtain a business license separate from the massage establishment.
- B. Personal Service Medium Impact Zoning Removed. Any massage establishment that employs, contracts with, or otherwise retains massage therapists certified by the CAMTC shall be considered a personal service low-impact as defined in OMC Section 17.04.060. The permitting process shall be as outlined in the zoning table for the zoning district in which the applicant proposes to operate a massage establishment. Personal Services Medium Impact (allowed with use permit approval) will no longer apply to massage establishments regulated by this Chapter.
- C. Registry of Owners, Managers, Massage Therapists and Staff. The massage establishment owner(s) and manager(s) shall maintain on the premises a register of all current owners, managers, massage therapists, and support staff. The register shall be updated every 30 days. The register shall be legible, in English and maintained for a minimum of two years following the time that any individual ceases services or affiliation with the massage establishment. A massage establishment owner "employs or retains" a person to practice massage therapy for compensation when:
 - 1. That person is a directly paid employee of the massage establishment; or
 - That person's association with a massage establishment is that of an independent contractor who receives compensation for massage therapy provided to clients of the massage establishment; or
 - 3. That person receives a referral of clients from the massage establishment and, at any time before or after the referral, arranges in any way for compensation to flow to the massage establishment owner (regardless of whether the parties involved acknowledge that compensation is flowing in exchange for the referral, or whether such parties record such compensation in their financial records).
 - 4. The owner, manager, or massage therapist or other staff shall make the register immediately available for inspection upon demand of a representative of the Police Department, any health officer, or any other city official charged with the monitoring and enforcement of this Chapter. The register shall include the following information:
 - a. Name, nicknames, and/or aliases;
 - b. Home address and relevant telephone number, including but not limited to home, cellular, and pager numbers and email;

- c. Age, date of birth, gender, height, weight, color of hair and eyes;
- d. The date such person began employment or providing services, and the date such person ended employment or stopped providing services, if any;
- e. The duties of each person; and
- f. In a separate portion of the register, Social Security numbers, which shall only be available for review by the Police Department or other law enforcement personnel, but not health officers or other officials charged with the enforcement of this Chapter.
- D. Location Moratorium Problem Massage Business. No person shall provide massage, operate a massage establishment, or provide property for operation of a massage establishment at a particular location if:
 - Another massage establishment is or was operating at that location within the prior thirty-six (36) months and that massage establishment has been deemed by the city attorney or a court of competent jurisdiction to have violated any provision of this Chapter.
 - 2. Another massage establishment is or was operating at that location within the prior thirty-six (36) months and that massage business has outstanding unpaid fines or penalties, whether criminal, administrative, or civil.
- E. Business Name and Operation. No person permitted to operate a massage establishment under this Chapter shall operate under any business name or conduct business under any designation not specified in the massage establishment business license.
- F. Certificate of Occupancy. An application for a certificate of occupancy shall be required per Section 17.48.030 with one or more of the following:
 - Change of lessee or owner, even when the change does not alter the use. A copy of the lease agreement shall be provided to the Chief of Police within 30 days that the lease takes effect.
 - 2. A remodel
 - 3. Change in business location.
 - 4. Change in the use of the business including, but not limited to, adding or eliminating secondary services (spa, tanning, cosmetology, etc.) and expanding or reducing floor space.
- G. Advertising Requires State Certificate Number. Each manager or individual who administers massage shall include in all advertising and business cards the name under which he or she is certified and his or her certificate number. Any and all advertising and business cards by massage establishment owner(s) shall include their city business license number.

H. Nuisance Abatement. If the city attorney declares a massage establishment to be a public nuisance, the city attorney may commence an action or actions, proceeding or proceedings, for the abatement, removal, and enjoinment thereof, in the manner provided by law.

17.16.xxx - Exemption from CAMTC Certification

A. Sole Providers.

Existing and future sole providers practicing massage or other therapeutic bodywork (e.g., Bowen therapy, cranio-sacral, movement therapy, manual lymphatic drainage, and energy work) are exempt from CAMTC certification with the following conditions:

1. Existing Sole Providers - Non CAMTC Certified

Submit the following information to the Chief of Police or his or her designee within 60 days of enactment of this Chapter:

- Results of a live scan background check.
- A clear color photo of applicant's face taken in the last three months (minimum size 2" by 3") that is acceptable to the city.
- The city "General Application" and supplemental documents including:
 - Questionnaire and Agreement for Sole Providers.
 - Diploma, certificate or other valid proof of education acceptable to the city.

2. Existing Sole Providers - CAMTC Certified

Existing Sole Providers that have an active CAMTC certificate shall submit the following information to the Chief of Police or his or her designee within 60 days of enactment of this Chapter:

- A copy of an active CAMTC certificate and CAMTC photo identification card.
- The city "General" Application.
- Questionnaire and Agreement

3. Future Sole Providers

- Results of a live scan background check.
- A clear color photo of applicant's face taken in the last three months (minimum size 2" by 3") that is acceptable to the city.
- The city "General Application" and supplemental documents including:
 - Questionnaire and Agreement for Sole Providers.
 - o Diploma, certificate or equivalent document from a CAMTC approved school.
 - Transcripts showing 350 hours of study
- 4. Future sole providers are required to have a minimum of 350 hours of study and practice from a CAMTC approved school but do not have to be CAMTC certified. The CAMTC websites list approved and non-approved schools.

- B. A student of massage therapy or bodywork working towards CAMTC certification under the supervision of a CAMTC certified massage therapist, a National Board-certified therapist, or equivalent.
- C. Licensed professionals such as physicians, nurses, chiropractors, osteopaths, naturopaths, podiatrists, acupuncturists, or physical therapists who are duly licensed to practice their respective professions in the State of California or persons working for, and under the direct supervision of a physician, nurse, chiropractor, osteopath, naturopath, podiatrist, acupuncturist, or physical therapist.
- D. Barbers, beauticians, estheticians, and cosmetologists who are duly licensed under the laws of the State of California, while practicing within the scope of their licenses.
- E. Trainers of any amateur, semi-professional, or professional athlete or athletic team while engaging in their training responsibilities.
- F. Individuals administering massages for a single-occurrence event, including but not limited to; a triathlon, festival, fair, and with approval of the event sponsors.
- G. Owner(s) of a Massage Establishment unless actively managing or administering massages.

17.16.xxx - Deadline for Compliance - Existing Massage Establishments

- A. Managers and Massage Therapists Non CAMTC Certified
 - Within 12 months from the date of ordinance enactment each manager and massage therapist must provide proof to the city they have completed 500 hours of study and CAMTC has accepted their complete application.
 - 2. Within 16 months from the date of ordinance enactment a copy of the manager(s) and massage therapist(s) CAMTC certificate and photo identification card shall be submitted to the city Planning and Development Department. The 16-month grace period shall not apply to existing massage establishments operating in the city without a current business license or in violation of any local, state, or federal regulation within the last 10 years.
- B. All Owners, Managers, Therapists, and Staff
 - Live Scan. Within 60 days from the date of ordinance enactment all non-CAMTC certified persons affiliated with any massage establishment shall submit proof of successful passage of a live scan background check to the Chief of Police.

C. Owner(s)

 The owner or owners (all owners) shall provide a government issued photo identification to the city that can include; a valid and current driver's license and/or photo identification issued by a state or federal governmental agency or other photographic identification bearing a bona fide seal by a foreign government.

17.16.xxx - Massage Establishment Operation

- A. The following operational requirements and owner and manager responsibilities shall be applicable to all massage establishments located within the city:
 - All clients, visitors, and any persons other than individuals employed or retained by the massage establishment shall be required to enter and exit through the main entry door.
 - 2. Clients and visitors as defined in this Chapter shall be permitted in the massage establishment only during the hours of operation. Massage shall be provided or given only between the hours of 7:00 a.m. and 9:30pm. A massage commenced prior to 9:30 p.m. must terminate at 9:30 p.m., and all clients and visitors shall exit the premises no later than 10:00pm through the front or main entry door.
 - 3. All Massage Establishments shall be closed for business by no later than 10:00 p.m. and shall open for business no earlier than 6:00 a.m. It shall be unlawful for any Massage Therapist or other employee of a Massage Establishment to give or practice massage during the hours when the Massage Establishment is closed.
 - 4. Clients shall only be permitted in a massage therapy cubicle, room, client restroom, reception and waiting area, dressing rooms, showers, and spa area, and only if at least one (1) duly authorized massage therapist is present on the premises of the massage establishment. Clients and visitors shall not be allowed in any employee break, employee restroom, laundry, or storage room on the premises.
 - 5. Visitors shall not be permitted in massage therapy room, cubicle, or other enclosed space used for massage unless that visitor is:
 - a. The conservator, aid, or other caretaker of a client who is elderly or disabled; or
 - b. The parents or guardian of a client who is a minor child may be present in the massage therapy room with that minor child; or
 - c. The minor child of a client when necessary for the supervision of the child.
 - Establishment interior and exterior doors shall remain unlocked while the massage establishment is open. Exterior doors may remain locked if the massage establishment is a sole provider as allowed by AB 1147.
 - 7. No massage establishment shall be used for residential purposes. There shall be no beds, blow up mattresses, cots, wall beds, or futons in the establishment. No part of the establishment shall be altered for residential or sleeping purposes.
 - 8. No van, motorhome or other vehicle shall be parked in the parking lot of a massage establishment overnight.
 - 9. No person shall give, or assist in the giving of, any massage or other body treatment to any other person under the age of eighteen years, unless the parent or guardian of the minor person has consented thereto in writing.
 - 10. No person owning or managing a massage establishment may employ subcontract with or use any person under eighteen years of age.

- 11. No massage establishment may discriminate or exclude clients based on their race, sex, religion, age, disability, or any other classification protected under federal or state laws, rules, or regulations.
- 12. No person operating a massage establishment shall permit communication devices such as cameras or intercom systems used in any manner on the premises to interfere with or hinder inspections whether temporarily or permanently mounted to a fixed surface indoors or outdoors.
- 13. Each manager and massage therapist of a massage establishment shall wear or display their CAMTC photo identification card in the room, cubicle, or space where they administer massage and, in a manner, easily visible to the client.
- 14. Each manager and massage therapist shall provide his or her CAMTC photo identification card upon the request of a member of the public, the City Council, or a member of law enforcement, city staff or a local government agency charged with regulating massage or massage establishments, at the location where he or she is providing massage services for compensation.
- 15. All massage services shall be paid for in the reception area, and all tips, if any, shall be paid for in the reception area. Massage Establishments may utilize a system where tip envelopes are provided in the treatment rooms to be utilized and deposited by the client in the reception area.

17.16.xxx Responsibilities of Massage Establishment Owners and Managers

- A. All owners and managers shall be responsible for the conduct of all massage establishment employees, agents, independent contractors, or other representatives while such persons are on the premises of the massage establishment or providing off site massage on behalf of the massage establishment.
- B. The owner and/or manager shall be required to file copies of each CAMTC certificate and CAMTC photo identification card with the Chief of Police prior to or within seven days of a massage therapist beginning to work at the massage establishment.
- C. The owner or manager of the massage establishment shall maintain copies of each massage therapist's State certificate and a color copy of the CAMTC photo identification card on file on the premises of the massage establishment which shall be readily available to law enforcement, city code enforcement officer, or other city personnel that oversee compliance with this Chapter.
- D. A legible written daily log shall record the following:
 - 1. Each client's first and last name.
 - 2. The assigned room (or address of off-site massage service).
 - 3. The legal name and nick name if applicable of the individual administering such massage.
 - 4. A description of service(s) provided.

Date and time of the massage.

The daily log shall be completed by the close of business each day. Such records shall be made available upon request based on good cause, for inspection by the Chief of Police, or his/her authorized designee and the City Administrator and his/her designee. The information contained in such records shall be confidential. The daily log shall be retained on the premises of the massage establishment business office for period of not less than three (3) years.

- E. It is the responsibility of the owner or manager to notify the city authority of any change of personnel, ownership, number of owners, remodel, move to another location, change in the use such as addition or removing spa services, and use of space, Notification shall be in writing to the city authority within ten (10) days of change in ownership, number of owners, and change in personnel. The owner or manager shall provide prior notice to the city authority for a move, change in type of service(s), and revised use of space. A revised floor plan shall be submitted noting the revised use of all floor space.
- F. The owner or manager shall post the following in an open and conspicuous public place on the premises or as specified.
 - 1. All original CAMTC certification documents and CAMTC photo identification cards in an open and conspicuous place inside the premises visible from the main entry door reception and waiting area of the massage establishment.
 - 2. A list of services available and the cost of such services. The services shall be described in English and in other language(s) as may be convenient. No massage establishment owner or operator shall permit, and no person employed or retained by the massage establishment shall offer to perform any services or request or demand fees other than those posted at the place of business. A list of services and the cost of such services shall also be provided to clients prior to conducting an off-site massage.
 - The massage establishment business name and hours of operation shall be displayed in the reception area or other conspicuous public place within the massage establishment visible to clients.
 - 4. The required notices of human trafficking information and telephone hotline numbers in English, Spanish, Cantonese, Vietnamese, and other appropriate languages as determined by the city per the requirements of California Civil Code Section 52.6. The notices shall be posted in an area of the massage establishment that is readily accessible to massage therapists and all massage establishment personnel.
 - 5. All operating rules including hours of operation, inspections and health and sanitation requirements in English, Cantonese, Vietnamese, and other appropriate language accessible to all staff.

G. It is the massage establishment owner's responsibility for ensuring that each individual administering massage complies with the Massage Therapy Act (B&P Code Section 4609(a)) provisions relating to sexual acts, including the prohibitions on: engaging in any form of sexual activity on the premises of a massage establishment.

17.16.xxx - Notification Requirements

- A. An owner or manager shall report to the Chief of Police or his or her designee within ten (10) days any change with respect to the information contained in the business owner's application.
- B. An owner or manager shall report any of the following within 96 hours of the occurrence:
 - 1. Arrests of any employees or owners of the registrant's massage business for an offense other than a misdemeanor traffic offense.
 - 2. Resignations, terminations, or transfers of massage therapists employed or under contract with the owner.
 - Any event involving the owner's massage business, or a massage therapist
 employed or under contract therein that constitutes a violation of this chapter or state
 or federal law.

This provision requires reporting to the Chief of Police even if the massage business believes that the Chief of Police has or will receive the information from another source.

17.16.xxx - Application for Massage Establishment Business License

- A. The owner(s) of a massage establishment or his/her duly authorized agent shall complete the city application on forms provided by the City and be responsible for the completeness and accuracy of all required information. For purposes of this section, the "applicant" for the massage establishment business licenses shall refer to and include all owners of the massage establishment.
- B. All applications for a massage establishment from any person looking to open a massage establishment shall include, at a minimum, the following information:
 - 1. The massage establishment name, address, website, email, and telephone number.
 - 2. The applicant's full name, all other names the applicant uses or has used, the applicant's residential address, telephone number and email address.
 - 3. The name, residence address, email and telephone number of all owners or partners associated with the massage establishment business.
 - 4. A color copy of the current CAMTC certification and CAMTC photo identification card for each, manager and massage therapist.
 - 5. For all owners, a valid and current driver's license and/or identification issued by a state or federal governmental agency or other photographic identification bearing a bona fide seal by a foreign government.

- 6. A live scan and government issued photo identification card for all individuals that will be working for the massage establishment and are not required to be CAMTC certified under this Chapter.
- A list of all persons administering massage who are working or will work, be employed, or under contract to provide massage services at the massage establishment.
- 8. The name and position of the owner or manager principally in charge of the massage establishment.
- 9. The owner's signed statement that all the information contained in the application is true and correct, that all owners shall be responsible for the conduct of the business's employees or independent contractors providing massage services; and acknowledging that failure to comply with the California Business and Professions Code sections 4600 et seq., and local, state, or federal law, or the provisions of this Chapter may result in revocation of the city business license.
- 10. The names and addresses of any and all previous establishments owned or operated by the applicant (includes all owners) for the past five (5) years.
- 11. Site plan drawn to scale of building location and street names, floor plan showing office or similar space to be utilized by the massage business or establishment, square footage, waiting areas, massage rooms, cubicles, or other space to be utilized for massage treatments, chair massage location if applicable, restroom facilities for clients and staff if separate, employee break rooms, laundry room, storage areas, closets, and relevant facilities.
- 12. Applicant's business, occupation, and employment related to other massage establishments, including the name and address of any massage establishment or other like establishment owned or operated by any applicant.
- 13. History with any agency, board, city, county, territory, or state recognized certifying or permitting organization, and dates of issuance, denial, restriction, revocation, or suspension, and the reasons therefore, of any individual or establishment permit for the past 10 years.
- 14. The form of business under which the applicant will be conducting the massage establishment, i.e., corporation, general or limited partnership, limited liability Company, or other form. If the applicant is a corporation, the name of the corporation shall be set forth exactly as shown in its articles of incorporation, together with the names and residence addresses of each of its officers, directors, and each shareholder holding more than ten percent (5%) of the stock of the corporation. If the applicant is a general or limited partnership, the application shall set forth the name and residence address of each of the partners, including limited partners. If one (1) or more of the partners is a corporation, the provisions of this section pertaining to a corporate applicant shall apply. If the applicant is a limited liability company, the application shall set forth the name and residence address of each of the members. If one (1) or more of the members is a partnership, limited liability company, or

- corporation, the provisions of this section pertaining to a partnership, limited liability company, or corporate applicant shall apply, as applicable.
- 15. The name, address, and email of the owner of the real property upon, in, or from which the massage establishment is to be operated.
- 16. In the event the applicant is not the legal owner of the property, the application shall be accompanied by a copy of any written lease between the applicant and the property owner authorizing use of the premises for a massage establishment, or, alternatively, if there is no written lease, then a written, notarized acknowledgment from the property owner that the property owner has been advised that a massage establishment will be operated by the applicant upon, in, or from the property owner's property.
- 17. Application fee as established by the city's master fee schedule.
- C. Where the applicant is not the owner of record, as shown on the latest county assessment roll, of the property upon, in, or from which the massage establishment is to be operated, then upon issuance of a business license, the city authority may send a written notice to the property owner advising of the issuance of the massage establishment business license and of the regulations applicable to the massage establishment and the property pursuant to this Chapter.

Any notices sent to the applicant pursuant to this Chapter at any time before or after issuance of the massage establishment business license may also be sent to the property owner.

- D. A business license shall be denied if any of the following are found to be true:
 - 1. The application is incomplete and/or required supplementary materials are not submitted on a timely basis including CAMTC certificates and photo identification card for the manager(s) and massage therapist(s).
 - 2. The applicant, or any shareholder, partner, or member of the applicant, within ten (10) years immediately preceding the date of filing of the application, has had a certificate, permit or license to practice massage for compensation or to own and/or operate a massage establishment revoked or denied in any jurisdiction.
 - 3. The applicant, or any shareholder, partner, or member of the applicant, has knowingly made a false, misleading, or fraudulent statement or omission of fact in his or her application or other materials submitted with the application.
 - 4. The applicant, or any shareholder, partner, or member of the applicant, within ten (10) years immediately preceding the date of filing of the application, has been convicted in a court of competent jurisdiction of any offense that relates directly to the operation of a massage establishment whether as a massage establishment owner or manager, or as a person practicing massage for compensation, or as an employee of either; or has at any time been convicted in a court of competent jurisdiction of any felony the commission of which occurred on the premises of a massage establishment.

- 5. The results of a live scan indicate the owner, manager, supervisor, or a person administering massage has convictions in a court of law including registration as a sex offender under the provisions of Section 290 of the Penal Code and/or Sections 266, 266a, 266e, 266f, 266g, 266h, 266i, 266j, 315, 316, 318, 647(b), [or] 653.22 of the California Penal Code 4 or equivalent offenses under the laws of another jurisdiction, including any other State or Country.
- 6. If the business license was issued in error.
- 7. The applicant, including applicant as a corporation or partnership, or former employer of the applicant while the applicant was so employed, has been successfully prosecuted in an abatement proceeding under the California Red Light Abatement Act (Penal Code sections 11225 through 11325) or any other similar laws in another jurisdiction.
- 8. The applicant has been convicted of:
 - a prior offense which involves the sale of controlled substances specified in California Health and Safety Code sections 11054, 11056, 11057 or 11058, or equivalent offenses under the laws of another jurisdiction, including any other state or county;
 - b. any offense involving dishonesty, fraud, deceit or the use of force or violence upon another person in the last 10 years; or
 - c. any offense involving sexual misconduct;
 - d. for purposes of this section, a plea of "nolo contendere" may also serve as the basis for the denial of a Massage Establishment business license because the above listed underlying offenses bear a substantial relationship to the qualifications, functions or duties of a Massage Therapist or Establishment.

If the owner/applicant or any other person is dissatisfied with the action regarding an application for a massage establishment, they may appeal to the proper decision body as provided in Section 17.56.100.

17.16.xxx - Inspection

- A. The Chief of Police or his/her designee shall have the right to enter any massage establishment during regular business hours, without a search or inspection warrant, to make reasonable inspection to ascertain whether there is compliance with the provisions of this Chapter.
- B. It shall be unlawful for any owner, manager, massage therapist, or other staff to fail to allow such inspection officer access to the premises or hinder or attempt to delay such officer in any manner.
- C. The massage establishment owner shall take immediate action to correct each violation noted by the inspector. A reinspection will be performed within thirty (30) days to ensure that each violation noted by the inspector has been corrected.

- D. All managers, supervisors, and massage therapists shall, during permissible hours of operation, have on their person or immediately available at the massage establishment a current CAMTC issued photo identification card. Other massage establishment staff not required to have a CAMATC certification shall have a valid driver's license or other valid government issued photo identification readily available.
- E. All managers and massage therapists shall provide his or her full name and certificate number upon the request of a member of the public, the council, or a member of law enforcement, or a local government agency charged with regulating massage or massage establishments, at the location where he or she is providing massage services for compensation.

17.16.xxx - Amendment Required for Personnel Changes

- A. Whenever the information provided in the application for massage establishment business license on file with the city changes, for example by a change in employees, or independent contractors, number of owners, new massage establishment ownership, the owner or manager shall, within ten (10) business days after such change, notify the city authority to amend the massage establishment application of the massage establishment business license to reflect such change.
- B. It shall be a violation of this Chapter for the operator to allow any person to perform massage therapy for compensation on the premises of a massage establishment unless and until an amended massage establishment business license has been issued by the city authority identifying that person as employed or retained by the massage establishment to practice massage therapy for compensation. A CAMTC certification document and CAMTC issued photo identification card of any new massage therapist shall be provided with the application to amend the massage establishment business license.

17.16.xxx - Amendment Required for Change of Business Name or Location

Upon a change of location of a massage establishment, an application for an amended business license shall be filed with the city authority, and such application shall be granted, provided all applicable provisions of this code are complied with as to the new location, and any due and unpaid citations issued to the owner(s) pursuant to this Chapter are paid in full.

17.16.xxx - Sale or Transfer of Massage Establishment or Ownership Interest Therein.

- A. Upon a sale or transfer of any massage establishment, or upon the sale or transfer of some or all the interest of any massage establishment owner to a person who is not already an owner of the massage establishment, a zoning clearance/certificate of occupancy application shall be required.
- B. A business license for a sole provider or a massage establishment if altered in name, sold, transferred, or assigned by the owner, or attempted sale, transfer or assignment shall be deemed to constitute a voluntary surrender of such business license and shall thereafter be deemed terminated and void.

17.16.xxx - Health and Safety Requirements

- A. The following health and safety requirements shall be applicable to all massage establishments located within the city:
 - 1. The massage establishment shall always be equipped with an adequate supply of clean sanitary towels, coverings, and linens, and all massage tables shall be covered with a waterproof pad and clean sheet or other clean covering for client. After each towel, covering, or linen has been used once, it shall be deposited in a closed receptacle and not used again until properly laundered and sanitized.
 - 2. All bathrobes, bathing suits, and/or other garments that are provided for the use of clients shall be either fully disposable and not used by more than one (1) client or shall be laundered after each use pursuant to subsection (D)(1) of this section.
 - 3. All massage therapy rooms or cubicles, wet and dry heat rooms, toilet rooms, shower compartments, hot tubs, and pools shall be thoroughly cleaned and disinfected at least once each business day or more often as needed, when the premises have been or will be open and such facilities in use. Bathtubs shall be thoroughly cleaned and disinfected after each use.
 - 4. All liquids, creams, or other preparations used on or made available to clients shall be kept in clean and closed containers. All containers shall be correctly labeled to disclose their contents. When only a portion of a liquid, cream, or other preparation is to be used on or made available to a client, it shall be removed from the container in such a way as not to contaminate the remaining portion.
 - 5. No invasive procedures shall be performed on any client. Invasive procedures include, but are not limited to:
 - a. Application of electricity that contracts the muscle;
 - b. Penetration of the skin by metal needles;
 - c. Abrasion of the skin below the nonliving, epidermal layers;
 - d. Removal of skin by means of any razor-edged instrument or other device or tool;
 - e. Use of any needle-like instrument for the purpose of extracting skin blemishes;
 - f. Colon cleansing; and
 - g. Other similar procedures.
 - 6. Massage shall only be provided to a client upon a table or chair standard to the massage profession. No other furniture or similar item shall be used.
 - 7. All combs, brushes, and/or other personal items of grooming or hygiene that are provided for the use of clients shall be either fully disposable and not used by more than one (1) client or shall be fully disinfected after each use.

- 8. The premises shall have adequate equipment and disinfecting substances for disinfecting and sterilizing nondisposable instruments or other materials used in administering massages and be disinfected after each use on each patron.
- 9. Walls, ceilings, floor, pools, showers, bathtubs, water basins, toilets, wet and dry heat rooms, steam or vapor rooms and cabinets and all other facilities shall be maintained in good repair and in a clean and sanitary condition.
- 10. The cover pad used on massage tables shall consist of a durable, washable waterproof material.
- 11. All persons shall thoroughly wash their hands with soap and warm water or any equally effective cleansing agent immediately before providing massage therapy to a client.

B. Prohibited Conduct

- 1. No massage establishment owner, manager, employee, contractor, or support staff shall be under the influence of alcohol, recreational or illegal drugs at any time on the massage premises or when providing off premise massage.
- No alcoholic beverages, recreational or illegal drugs shall be kept, possessed, consumed, sold, or distributed on the premises of a massage establishment and massage establishment personnel shall not allow a client or visitor to bring or consume an alcoholic beverage or controlled substance within or outside of a massage establishment.
- 3. A massage shall not be given, and no client shall be in the presence of any massage establishment staff unless the client's genitalia and, if a female client, the female client's breasts, are fully covered by an opaque, nontransparent covering.
- 4. No massage establishment owner, operator, employee, massage therapist or other staff shall, while on the premises of a massage establishment or while performing any onsite or mobile massage service, and while in the presence of any client, customer, employee, or visitor, expose his or her genitals, buttocks, or chest.
- 5. No storage or sale of condoms or spermicides shall be permitted within the massage establishment.
- 6. No person shall use or possess, nor shall there be, any storage of, any sexually oriented tool, equipment, or apparatus which are designed or marketed primarily for the stimulation of human genital organs or sadomasochistic activity.
- 7. No electrical, mechanical, or artificial device shall be used by any massage establishment owner, manager or staff for audio and/or video recording or for monitoring the performance of a massage, of the conversation or other sounds in the massage rooms, without the knowledge and written consent of the client.
- 8. The following attire requirements shall be applicable to all employees and any other persons who work permanently or temporarily on the premises, of a massage establishment within the city. No person shall dress in:

- a. Attire that is transparent, see-through, or substantially exposes the person's under garments;
- b. Swim attire, if not providing a water-based massage modality approved by the CAMTC;
- c. A manner that exposes the person's breasts, buttocks, or genitals;
- d. A manner that constitutes a violation of Section 314 of the California Penal Code.
- e. In a manner which has been deemed by CAMTC to constitute unprofessional attire.
- 9. Except for a client who is inside a massage therapy room for the purpose of receiving a massage, no clients or visitors shall be permitted in or on the massage establishment premises at any time who are less than fully clothed in outer garments of nontransparent material, or who display or expose themselves in underclothing or similar intimate apparel.
- 10. No Massage therapist, employee or other staff of a Massage Establishment shall place either his/her hand or hands upon, or touch with any part of his/her body, a sexual or genital part of any other person in the course of a massage or massage a sexual or genital part of any other person. Sexual and genital parts shall include the genitals, pubic area, anus or perineum of any person or the vulva or breast of a female. In the case of breast massage, female clients shall sign a written consent form, provided by the establishment and/or massage therapist prior to providing breast massage.
- 11. No Massage Therapist, or other employee of a Massage Establishment shall uncover and expose the sexual or genital parts, of a client while giving a massage, or before or after a massage.

C. Prohibited Advertising

- No owner, supervisor, manager, massage therapist or support staff of a massage establishment shall place, publish, or distribute or allow or cause to be placed, published, or distributed any advertising matter that depicts any portion of the human body that would reasonably suggest to prospective clients or clients that any service is available other than those services described in this Chapter and posted on the premises.
- 2. No owner, massage therapist or other staff of a massage establishment shall employ language in the text of any sign or advertising material that would reasonably suggest to a prospective client that any service is available other than those services described in this Chapter and posted on the premises.
- 3. It shall be unlawful for any massage establishment or business or any independently employed certified massage practitioner or certified massage therapist to advertise through any media that is classified for "adults only" or other similar classification.
- 4. It shall be unlaw for any person who does not possess a valid and current CAMTC certificate to do any of the following within the city:

- a. Advertise or represent to the public in any manner that he or she is certified, registered, or licensed by a government agency a massage therapist; or
- b. Hold himself or herself out as or use the title of "certified massage therapist" or any other term such as "licensed" or "registered" that implies or suggests that he or she possesses a current and valid CAMTC certificate.
- All independently employed certified massage therapists shall include in any advertising for massage services the name under which he or she is certified and his or her CAMTC certificate number.

17.16.xxx - Physical Facility Requirements.

Except as otherwise specifically provided in this Chapter, the following physical facility and building code requirements shall be applicable to all massage establishments located within the city:

- A. One (1) main entry door shall be provided for client entry to the massage establishment, which shall open immediately to a well-lighted (without a dimmer switch) interior client reception and waiting area.
- B. Signage shall not cover or block more than 25% of any window area and the view into the interior reception and waiting area shall not be obstructed, blurred, or unreasonably darkened with window tint, posters, photos, graphics, tall plants, tall furniture or fixtures, closed blinds, shades, or curtains.
- C. Exterior sign. A noticeable and legible sign shall be posted at the main entrance that clearly identifies the establishment as a massage business and the businesses name visible to foot traffic and/or automobile traffic. An additional sign stating "Massage" or "Massage Establishment" need not be in addition to the primary business sign. The sign shall be in compliance with Title 17 of this Code.
- D. The name of the massage business and hours of operation shall be posted on the exterior of the main entry door or adjacent wall or in a window closest to the main entry door that is easily visible to persons outside the establishment,
- E. All interior doors, but excluding individual dressing rooms and toilet rooms, shall be incapable of being locked and shall not be blocked to prevent opening. Draw drapes, curtain enclosures, or accordion-pleated closures in lieu of doors are acceptable on all inner massage therapy rooms or cubicles.
- F. Minimum lighting equivalent to at least one (1) 40-watt light shall be provided in each massage therapy room or cubicle.
- G. The massage establishment shall comply with all applicable state and local building standards as adopted in Title15 of this code.
- H. All walls, ceilings, floors, and other physical facilities for the business must be in good repair and maintained in a clean and sanitary condition.

 All locker facilities that are provided for the use of client shall be fully secured for the protection of the client' valuables, and each client shall be given control of the key or other means of access.

17.16.xxx - Suspension or Revocation

The Chief of Police shall suspend or revoke a massage establishment business license for any violation of this Chapter and/or Section 4609 of the Massage Therapy Act following findings by the city attorney in accordance with Title 5 and Title 9 of the Oroville Municipal Code.

The CAMTC works with local jurisdictions and will inform the City of any disciplinary action pertaining to a certificate holder, which includes enforcing probation, suspending or revoking a certificate as indicated in Section 4610 of the Massage Therapy Act.

17.16.xxx - Applicability of other Ordinances.

Nothing contained in this chapter shall be constructed to exempt any person from complying with the provisions of any other applicable ordinance, rule, or regulation, or to exempt a massage establishment or independently certified massage therapists from provisions of any zoning, licensing, taxing, or other building ordinance, rule, or regulation.

17.16- xxx - Severability.

If any part or provision of this ordinance, or the application thereof to any person or circumstance, is held to be invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, the provisions of this ordinance are severable.



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, February 24, 2022

RE: Adoption of a new City Ordinance Regulating Massage Establishments

SUMMARY: The Oroville Planning Commission will review and consider recommending that the City Council adopt an ordinance relating to the regulation of massage establishments and persons providing massage in the City of Oroville.

RECOMMENDATION: Staff recommends the following actions:

- 1. **Conduct a Public Hearing** on the proposed Massage Ordinance;
- Review PROPOSED ZONING CHANGE ZC 22-01 WITH NEW REQUIREMENTS FOR MASSAGE THERAPIST AND OWNER CERTIFICATIONS, AND FOR MASSAGE ESTABLISHMENTS AND OPERATIONS.
- Adopt Resolution P2022-01 -- A RESOLUTION OF INTENTION OF THE OROVILLE PLANNING COMMISSISON RECOMMENDING THAT THE CITY COUNCIL ADOPT ZONING CHANGE ZC 22-01 RELATINGTO THE CITY'S REGULATIONS OF MASSAGE ESTABLISHMENTS AND INDIVIDUALS THAT PRACTIVE MASSAGE AND THERAPEUTIC BODY WORK.

APPLICANT: City of Oroville

LOCATION: City-Wide GENERAL PLAN: N/A
ZONING: N/A
FLOOD ZONE: N/A

ENVIRONMENTAL DETERMINATION: This Massage Ordinance is not a project under CEQA since it has no possibility of having a direct or indirect effect on the environment.

REPORT PREPARED BY: REVIEWED BY:

Connie Spade, Associate Planner Community Development Department

Dawn Nevers, Assistant Director Community Development Department

DISCUSSION

At present, the City of Oroville has not adopted regulations to adequately govern massage businesses. The proposed massage ordinance would provide direction, structure and minimum requirements for massage certification, sanitation, safety, and operational standards.

The city recognizes massage therapy as a healing art and the many benefits it provides to residents and visitors in Oroville. However, the city must also address the widespread use of

massage establishments as a front for sex trafficking and other criminal activity. Therefore, the proposed ordinance includes several factors to prevent and curtail illegal activities to ensure the health, safety, and welfare of the community and possibly the victims of sex trafficking.

The California Massage Therapy Council (CAMTC) has provided vital information and support in the development of the proposed massage ordinance. The Development Review Committee and the Director of Code Enforcement reviewed the ordinance at two meetings. Research regarding the current number of sole providers and massage establishments in the city and who has current business licenses are in Attachment B.

MASSAGE LAW IN CALIFORNIA

The California Massage Therapy Council (CAMTC) oversees and regulates "individuals" (verses establishments) and issues certificates and photo identification cards once an applicant has passed the State exam and a criminal background check. Certificates must be renewed every two years.

The Massage Therapy Act ("Act") is a uniform statewide regulation enacted by the State Legislature in 2008, as well as subsequent amendments, in Business and Professions Code Section 4600 et seq. The Act created the California Massage Therapy Council (CAMTC) a non-profit organization formed to oversee and certify individual massage therapists and identify and approve legitimate massage schools.

The intent of the legislature in creating the Massage Therapy Act and the CAMTC was for local governments, law enforcement, nonprofit stakeholders, the massage industry, and massage professionals to work together to improve communication and share information to further increase the value of statewide certification, to collaborate in the implementation of the Massage Therapy Act, and to respect local control and the dignity of the profession of massage therapy.

The CAMTC assists local governments and law enforcement in meeting their duty to maintain the highest standards of conduct in massage establishments by vetting and disciplining certificate holders, ensure that schools approved by the council that are teaching massage and bodywork provide a high level of training and are not selling massage diplomas/certificates and ensure full compliance with, and execution of, the requirements of the Massage Therapy Act.

The CAMTC may discipline an owner or operator of a massage business or establishment who is certified or is an applicant for certification pursuant to this chapter for the conduct of all individuals providing massage for compensation on the business premises. CAMTC certification is voluntary, but many jurisdictions require certification to operate in their city or county.

KEY HEALTH AND SAFETY ELEMENTS OF THE MASSAGE ORDINANCE

1. Qualified Massage Therapists

Massage Establishments

Only massage therapists with a minimum of 500 hours of study from a school approved by the California Massage Therapy Council (CAMTC) can work at a massage establishment.

Sole Provider

A sole provider is a massage therapist or therapeutic bodyworker that individually owns their business and is the only worker. The proposed massage ordinance does not require existing or future sole providers to have 500 hours of study or to be CAMTC certified. Existing sole provider is required to provide proof of valid education to the city within 60 days of ordinance enactment.

Future sole providers are required to have a minimum of 350 hours of study and practice from a CAMTC approved school but do not have to be CAMTC certified. The CAMTC websites list approved and non-approved schools. Many of the non-approved schools are still operating and were rejected (over half in the State) by CAMTC due to selling certificates and diplomas (teleconference Officer Rick McElroy of CAMTC on 1-10-22).

- 2. CAMTC Certification Required for Massage Establishments. Existing massage establishment managers and massage therapists that are not CAMTC certified are allowed 16 months from the date of massage ordinance enactment to submit a copy of their CAMTC certificate and photo identification card to the city. At 12 months each manager and massage therapist must provide proof to the city they completed 500 hours of study and CAMTC has accepted a complete application from them. Sixteen months includes the 3-4 months of CAMTC review. This grace period does not apply to massage establishments operating without a current city business license or other violation of the city municipal code.
- 3. Live Scan Background Check. Live scans are digital inkless images of fingerprints used for criminal background checks. All massage establishments and sole providers operating in the city prior to enactment of the massage ordinance (massage establishment owners, managers, persons administering massage, administrative and support staff) are required to submit to the Chief of Police results of a live scan (as requested by Officer Belser) within 60 days of enactment of the massage ordinance unless this has been done through a CAMTC certification. Current massage establishment owners and support staff (other than CAMTC certified managers and massage therapists) are not required to be CAMTC certified. However, future applicants (owners) and their support staff are required to have a live scan.
- 4. **Massage Establishments Owner History.** Future applicants (all owners) are required to submit their work history, work location(s), and job title(s) for the previous five years and provide documents regarding any suspension or revocation of a massage establishment permit in any jurisdiction over the last 10 years.
- 5. **Location Moratorium.** No person shall provide massage, operate a massage establishment, or provide property for operation of a massage establishment at a particular location if:
 - a. Another massage establishment is or was operating at that location within the prior thirtysix (36) months and that massage establishment has been deemed by the city attorney or a court of competent jurisdiction to have violated any provision of this Chapter.
 - b. Another massage establishment is or was operating at that location within the prior thirtysix (36) months and that massage business has outstanding unpaid fines or penalties, whether criminal, administrative, or civil.
- 6. Certain other facility and operational requirements are also included in the ordinance, including window treatments, cleanliness, prohibited conduct and advertising.

Any input, comments, or concerns from the Planning Commission will contribute to a clear, practical, effective, and enforceable massage ordinance for review by the City Council.

FISCAL IMPACT

None.

ATTACHMENTS

A. Draft Massage Ordinance B. Resolution No. P2022-01

RESOLUTION NO. P2022-01

A RESOLUTION OF INTENTION OF THE OROVILLE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT ZONING CHANGE ZC 22-01 RELATING TO THE CITY'S REGULATIONS OF MASSAGE ESTABLISHMENTS AND INDIVIDUALS THAT PRACTICE MASSAGE AND THERAPUTIC BODYWORK.

WHEREAS, the City of Oroville staff recommends the addition of Section 17.16.240 to the City of Oroville Zoning Code relating to the City's regulations of massage establishments and individuals that practice massage therapy recognized by the California Massage Therapy Council (CMTC); and

WHEREAS, the City Council finds that massage therapy is an integral component of the scope of services sought by residents and tourists when visiting the City of Oroville and recognizes massage is a therapeutic healing art; and

WHEREAS, in 2015, the State restored the ability of towns and cities to impose local regulations on massage establishments and massage therapist with the new provisions of Assembly Bill 1147 and the massage ordinance will implement the City's regulatory and land use authority, to ensure the public's health, safety and welfare, reduce criminal activity, and enforce local standards for the operation of the business of massage therapy; and

WHEREAS, Government Code Section 51034 recognized the authority of cities to regulate massage businesses under Section 7 of Article XI of the California Constitution which reserves the right of cities to make and enforce within its limits all local, police, sanitary and other ordinances not in conflict with general laws; and

WHEREAS, the Massage Ordinance mainly focuses on the regulation of massage establishments to deter illicit and illegal activity and ensure a high level of training of massage therapists, it also provides minimum requirements for individual sole proprietors, including a criminal background check and basic information regarding their business and qualifications; and

WHEREAS, the Massage Ordinance complies with the Massage Therapy Act, by staying in the regulatory confines as specified in the Act, while utilizing regulatory language of the Act for accuracy and consistency with State law; and

WHEREAS, the Massage Ordinance was prepared with the support of the California Massage Therapy Council, staff review of other jurisdiction's regulations, and review and comment from the City's Code Enforcement Manager.

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 new code 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:

AYES: Commissioner

- A. That the proposed addition of Section 17.16.240, titled, "Massage Therapy" is consistent with the General Plan; and
- B. That the proposed addition of Section 17.16.240 is 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.

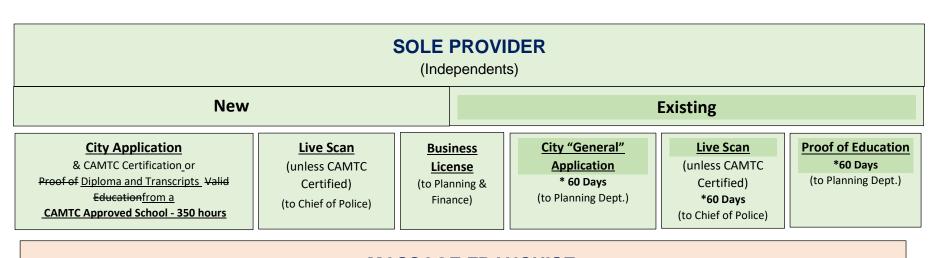
SECTION 2. The Planning Commission hereby recommends that the City Council approve Zoning Change ZC 22-01 to the Oroville Municipal Code as set forth in Attachment A, a zoning modification to add the Massage Ordinance to the City of Oroville Municipal Code Zoning Ordinance.

PASSED AND ADOPTED by the Planning Commission of the City of Oroville at a regular meeting on January 27, 2022, by the following vote:

NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	APPROVE:
Jackie Glover, Assistant City Clerk	Carl Durling, Chairperson

MASSAGE ORDINANCE – REQUIREMENTS BY BUSINESS TYPE

MASSAGE ESTABISHMENT (Owner Hires Therapists/Staff) **Existing** New **Proof of Application CAMTC Certificate** City City Application & **Live Scan Live Scan Business** "General" **Submittal to CAMTC** Owner(s), -Managers & State (CAMTC) License Owner(s) Therapist(s), Therapists-**Application** Certificate -Managers & Therapists-**Provide City CAMTC** (to Planning & Manager(s), (to Chief of -Managers & Therapists-Owner to * 12 Months Certificate Finance) and Other Staff Police) Note: State includes live scan. Complete * 16 Months (to Planning Dept.) * 60 days * 60 days (to Planning Dept.) (to Planning Dept.) (to Chief of Police)



MASSAGE FRANCHISE

1. Application for Entitlements

with 2.—Copies of Therapist's

CAMTC Certificate and CAMTC Photo ID

(to Planning Department)

Business License

(to Planning Dept.)

(to Planning & Finance)

^{*} Deadline to Comply After Massage Ordinance Enactment.

RESOLUTION NO. 9041

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING ZONING CHANGE ZC 22-01 AND ADOPTING AN ORDINANCE ADDING CHAPTER 17.16.240 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO THE REGULATION OF MASSAGE ESTABLISHMENTS AND INDEPENDENT MASSAGE PROVIDERS.

WHEREAS, the City of Oroville staff recommends the addition of Section 17.16.240 to the City of Oroville Zoning Code relating to the City's regulations of massage establishments and individuals that practice massage therapy recognized by the California Massage Therapy Council (CMTC); and

WHEREAS, the City Council finds that massage therapy is an integral component of the scope of services sought by residents and tourists when visiting the City of Oroville and recognizes massage is a therapeutic healing art; and

WHEREAS, in 2015, the State restored the ability of towns and cities to impose local regulations on massage establishments and massage therapist with the new provisions of Assembly Bill 1147, and the massage ordinance will implement the City's regulatory and land use authority to ensure the public's health, safety and welfare, reduce criminal activity, and enforce local standards for the operation of the business of massage therapy; and

WHEREAS, Government Code Section 51034 recognized the authority of cities to regulate massage businesses under Section 7 of Article XI of the California Constitution which reserves the right of cities to make and enforce within its limits all local, police, sanitary and other ordinances not in conflict with general laws; and

WHEREAS, the Massage Ordinance mainly focuses on the regulation of massage establishments to deter illicit and illegal activity and ensure a high level of training of massage therapists, and it also provides minimum requirements for individual sole proprietors, including a criminal background check and basic information regarding their business and qualifications; and

WHEREAS, the Massage Ordinance complies with the Massage Therapy Act, by staying in the regulatory confines as specified in the Act, while utilizing regulatory language of the Act for accuracy and consistency with State law; and

WHEREAS, the Massage Ordinance was prepared with the support of the California Massage Therapy Council, staff review of other jurisdiction's regulations, and review and comment from the City's Code Enforcement Manager and Planning Commission.

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 new code described herein and considered the City's staff report regarding the project.

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

SECTION 1. The City Council determines:

- A. That the proposed addition of Section 17.16.240, titled, "Massage Therapy" is consistent with the General Plan; and
- B. That the proposed addition of Section 17.16.240 is 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 City Council hereby approves Zoning Change ZC 22-01 to the Oroville Municipal Code as set forth in Attachment A, a zoning modification to add the Massage Ordinance to the City of Oroville Municipal Code.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on April 5, 2022, by the following vote:

Jackie Glover, Assistant City Clerk	Chuck Revnolds, Mayor
ATTEST:	APPROVE:
ABSENT:	
ABSTAIN:	
NOES:	
AYES:	



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

WES ERVIN, PRINCIPAL PLANNER

RE: FIRST READING OF ZONING CODE AMENDMENT ZC22-02 RELATING

TO BINGO GAMES AND AMENDING OROVILLE MUNICIPAL CODE SECTION 5.24.250 TO BE CONSISTENT WITH STATE REGULATIONS.

DATE: APRIL 5, 2022

SUMMARY

The City Council will consider approving an amendment to Section 5.24.250 of the Oroville Municipal Code consistent with State law relating to the operation of bingo games, to increase the amount of proceeds allowed for operating costs per month from \$1,000 to \$2,000.

DISCUSSION

The proposed amendment to the Oroville Municipal Code Section 5.24.250 is to revise the city municipal code to be consistent with State regulations relating to bingo charity fundraisers by charitable and nonprofit organizations and to allow more flexibility regarding the amount of proceeds used for operation expenses.

A comparison of the State and city regulations is provided below.

State Regulation:

State Penal Code, Section 326.5(k)(2), mandates that no more than 20% of bingo proceeds before the deduction of prizes or \$2,000.00 a month, whichever is less, may be used for the rental of property, overhead costs, administrative expenses, security equipment, and security personnel.

City Regulation:

Current Oroville Municipal Code Section 5.24.250 has a "cap" of \$1,000.00 a month" and reads as follows:

"No individual, corporation, partnership, or other legal entity except the organization authorized to conduct a bingo game shall hold a financial interest in the conduct of such bingo game. The profits of the bingo game shall be used only for charitable purposes. A portion of the proceeds, not to exceed 20% of the proceeds after the deduction for prizes, or **\$1,000.00** a month, whichever is less, may be used for rental of property, overhead, and administrative expenses".

A letter from the Feather River Senior Citizen's Association (FRSCA) to the city dated December 1, 2021, requests a change to Section 5.24.250 to be consistent with State law. The FRSCA letter indicates "We take pride in the games we provide to anyone over the age of 18 three days a week" and "We can do so much more if you authorize this change" (see letter, Attachment B).

The proposed zoning amendment would allow the FRSCA and other charitable and nonprofit organizations in the city to use more of their proceeds to operate bingo games and to have the same privileges as other similar organizations in the State.

FISCAL IMPACT

None

RECOMMENDATION

- 1. Conduct a Public Hearing on proposed Zoning Change 22-02.
- 2. Waive first reading and approve Ordinance No. 1864 AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTION 5.24.250 OF THE ZONING CODE OF THE CITY OF OROVILLE CONSISTENT WITH STATE LAW RELATING TO THE OPERATION OF BINGO GAMES TO INCREASE THE AMOUNT OF PROCEEDS ALLOWED PER MONTH FROM \$1,000 TO \$2,000 FOR OPERATING COSTS.
- 3. **Adopt resolution 9043** –with zoning change ZC 22-02 amending section 5.24.250 of the Oroville municipal code relating to bingo games and allowing deduction of prizes of up to \$2,000 per month for operating costs.

ATTACHMENTS

- A. Ordinance with Amended Text of Section 5.24.250
- B. Letter from the Feather River Senior Citizens Association
- C. Resolution No. 9043

ORDINANCE NO

AN ORDINANCE OF THE OROVILLE CITY COUNCIL AMENDING SECTION 5.24.250 OF THE ZONING CODE OF THE CITY OF OROVILLE CONSISTENT WITH STATE LAW RELATING TO THE OPERATION OF BINGO GAMES TO INCREASE THE AMOUNT OF PROCEEDS ALLOWED PER MONTH FROM \$1,000 TO \$2,000 FOR OPERATING COSTS.

Section 5.24.250 of the Oroville Municipal Code is hereby amended as follows:

Section 5.24.250 - Limitation on financial interest and use of profit.

No individual, corporation, partnership, or other legal entity except the organization authorized to conduct a bingo game shall hold a financial interest in the conduct of such bingo game. The profits of the bingo game shall be used only for charitable purposes. A portion of the proceeds, not to exceed 20% of the proceeds after the deduction for prizes, or \$1,000.00 \$2,000.00 a month, whichever is less, may be used for rental of property, overhead, and administrative expenses.



Feather River Senior Citizen's Association, Inc.

1335 Myers St. - Downtown Oroville, California 95965 - (530) 533-8370

December 1, 2021

Mayor Chuck Reynolds and City Council Members City of Oroville Oroville CA 95965

> RE: Request to Change Oroville Municipal Code, Title 5, Business Licenses and Regulations, Chapter 5.24 BINGO GAMES – Specifically Section 5.24.250

We are the Feather River Senior Citizen's Association located at 1335 Myers Street, Oroville CA. We have been at this location since the mid-1990's and are the only senior center in this beautiful town. Our association will be celebrating 46 years in November 2021. We are a public benefit 501 (c) 3 nonprofit organization who has been licensed in the City of Oroville for many years to hold bingo games. We take pride in the games we provide to anyone over the age of 18 three days a week.

California Penal Code 326.5 (1999) gives clear direction on practices of organizations on the running of bingo games. Municipal Code 5.24.010 clearly states that the city licensing requirements are under the provisions of Section 326.5 of the Penal Code. However, the City's code 5.24.250 is in conflict with California Penal Code 326.5 whereby it states "A portion of the proceeds, not to exceed 20 percent before the deduction for prizes, or two thousand dollars (\$2,000), whichever is less." Our city code only allows for "20 percent or one thousand dollars (\$1,000) per month, whichever is less." We are requesting the city to change local law to coincide with state law.

FRSCA is a self-sustaining, non-profit, all volunteer association, which receives no federal, state, county, or city funds to operate. We work very hard to stay in the black and provide our community with services and activities. We can do so much more if you authorize this change.

Thank you in advance for your consideration in this matter.

Sincerely.

Mary E. Cirnigliaro, Chair



STATE-SEE PAGE 2+3

PENAL CODE	Interpretation/Guide
CHAPTER 9. Lotteries	Scroll Down
Cal Pen Code @ 326.5 (1999)	
@ 326.5. Bingo games	
with Section 330) applies to any bingo game that is	This means that the Penal Code which does not allow llegal lotteries does not
conducted in a city, county, or city and county pursuant to an ordinance enacted under Section 19 of Article IV of the State Constitution, if the ordinance allows games to be conducted only by organizations exempted from the	apply to bingo. Bingo enjoys an exemption from the Penal Code restrictions, as long as the bingo is operated strictly for charitable purposes.
payment of the bank and corporation tax by Sections 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, and 237011 of the Revenue and Taxation Code and by mobilehome park associations and senior citizens organizations; and if the receipts of those games are used only for charitable purposes.	This means that all of these organizations are authorized to operate bingo games for charitable purposes. But it doesn't mean that all of these organizations are charitable organizations. Some of them are merely non-profit organizations. They
(b) It is a misdemeanor for any person to receive or pay a	must give the bingo proceeds to charity. This means that money earned from a bingo game may not be used to pay anyone to operate a bingo game.
(c) A violation of subdivision (b) shall be punishable by a fine not to exceed ten thousand dollars (\$ 10,000), which fine is deposited in the general fund of the city, county, or city and county that enacted the ordinance authorizing the bingo game. A violation of any provision of this section, other than subdivision (b), is a misdemeanor.	
(d) The city, county, or city and countythat enacted the ordinance authorizing the bingo game may bring an action to enjoin a violation of this section.	Scroll Down
(e) No minors shall be allowed to participate in any bingo	
game. (f) An organization authorized to conduct bingo games pursuant to subdivision (a) shall conduct a bingo game only on property owned or leased by it, or property whose property is deposed to the organization, and which property is	This means that minors (under 18 years of age) may not participate in a bingo game.

use is donated to the organization, and which property is

used by that organization for an office or for performance of the purposes for which the organization is organized. Nothing in this subdivision shall be construed to require that the property owned or leased by, or whose use is donated to, the organization be used or leased exclusively by, or donated exclusively to, that organization.

- (g) All bingo games shall be open to the public, not just to the members of the authorized organization.
- (h) A bingo game shall be operated and staffed only by members of the authorized organization that organized it. Those members shall not receive a profit, wage, or salary from any bingo game. Only the organization authorized to conduct a bingo game shall operate such a game, or participate in the promotion, supervision, or any other phase of a bingo game. This subdivision does not preclude the employment of security personnel who are not members of the authorized organization at a bingo game by the organization conducting the game.
- (i) No individual, corporation, partnership, or other legal entity, except the organization authorized to conduct a bingo game, shall hold a financial interest in the conduct of a bingo game.
- (j) With respect to organizations exempt from payment of the bank and corporation tax by Section 23701d of the Revenue and Taxation Code, all profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. Those profits shall be used only for charitable purposes.

(k) With respect to other organizations authorized to conduct bingo games pursuant to this section, all proceeds derived from a bingo game shall be kept in a special fund as stated in their articles of or account and shall not be commingled with any other fund or account. Proceeds are the receipts of bingo games conducted by organizations not within subdivision (j). Those proceeds shall be used only for charitable purposes,

This means that an organization which is authorized to conduct bingo can own and maintain offices in the building in which they operate bingo, or they can have the property donated to them, or they can rent the property in which the bingo game is operated. They are not required to have exclusive use of the building. And, they do not have to rent it for their exclusive use.

(i) This refers to non-profit, tax exempt, charitable organizations. They are classified under Section 23701d of the California Revenue and Taxations Code, and under 501(c)3 or 501(9)a of the Internal Revenue code. They must maintain a separate bingo account for the purposes of operating their bingo game. They are allowed to transfer "profits" from the bingo account into their charitable operating accounts to be used for their charitable purposes incorporation.

(k)These other organizations which

except as follows:

- (1) The proceeds may be used for prizes.
- (2) A portion of the proceeds, not to exceed 20 percent of the proceeds before the deduction for prizes, or two thousand dollars (\$ 2,000) per month, whichever is less, may be used for the rental of property and for overhead, including the purchase of bingo equipment, administrative expenses, security equipment, and security personnel.
- (3) The proceeds may be used to pay license fees.
- (4) A city, county, or city and county that enacts an ordinance permitting bingo games may specify in the ordinance that if the monthly gross receipts from bingo games of an organization within this subdivision exceed five thousand dollars (\$ 5,000), a minimum percentage of the proceeds shall be used only for charitable purposes not relating to the conducting of bingo games and that the balance shall be used for prizes, rental of property, overhead, administrative expenses, and payment of license fees. The amount of proceeds used for rental of property, overhead, and administrative expenses is subject to the limitations specified in paragraph (2).
- (1) (1) A city, county, or city and county may impose a license fee on each organization that it authorizes to conduct bingo games. The fee, whether for the initial license or renewal, shall not exceed fifty dollars (\$ 50) annually, except as provided in paragraph (2). If an application for a license is denied, one-half of any license fee paid shall be refunded to the organization.
- (2) In lieu of the license fee permitted under paragraph (1), a city, county, or city and county may impose a license licensed to conduct bingo. fee of fifty dollars (\$ 50) paid upon application. If an application for a license is denied, one-half of the application fee shall be refunded to the organization. An additional fee for law enforcement and public safety costs incurred by the city, county, or city and county that are directly related to bingo activities may be imposed and shall be collected monthly by the city, county, or city and

are allowed to operate bingo include fraternal organizations, such as Lions Clubs, Moose Lodges, Order of resters. Veterans organizations. American Legions, mobile home parks, senior citizen organizations etc. They are typically not charitable organizations, and therefore must give 100% of the net proceeds less a statutory exemption to charity. Other organizations must keep all bingo income in a special fund or account, and may not commingle it with any other fund or account.

Statutory exemption: These other organizations have a limit of spending no more than \$2,000 per month for the operation of any bingo game.

This section is for other organizations only!

This section is for all organizations

0MC 5.24250

Oroville Municipal Code

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Title 5 BUSINESS LICENSES AND REGULATIONS

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No Frames

Chapter 5.24 BINGO GAMES

CITY-SEE PAGE 4

5.24.010 Organizations eligible for city license to conduct bingo games.

Corporations, community chests or trusts, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary or educational purposes, or for the prevention of cruelty to children or animals, exempted from the payment of the bank and corporation tax by Sections 23701(a), 23701(b), 23701(d), 23701(e), 23701(f), 23701(g) and 23701(l) of the Revenue and Taxation Code and a contribution or gift to which would be a charitable contribution under Section 170(c) (2) of the Internal Revenue Code of 1954, mobile home park associations and senior citizen groups, are eligible to apply to the city for a license to conduct bingo games in the city under the provisions of Section 326.5 of the Penal Code and the provisions of this chapter; provided, however, that the proceeds of all bingo games, the subject of this chapter, shall go to charity. (Ord. 1234 § 1)

5.24.020 Application for license.

Eligible organizations desiring to obtain such license to conduct bingo games in the city shall file an application in writing therefor in the office of the finance director on a form to be provided by the finance director. The issuing authority shall be the finance director. The license issued shall be for a term of one year from the date of issuance, subject to renewal and annual fee. (Ord. 1234 § 1)

5.24.030 Applicant must be qualified.

No license shall be issued to any organization unless such applicant is an eligible organization under Section 5.24.010 and its application conforms to the requirement, terms and conditions of this chapter. (Ord. 1234 § 1)

5.24.040 Contents of application.

Said application for a license shall contain the following:

- A. The name of the applicant organization and a statement that applicant is an eligible organization under Section 5.24.010;
- B. The name and signature of at least 2 officers, including the presiding officer, of the corporation or community chest and the trustee of any trust;
- C. The particular property within the city, including the street number, owned or leased by the applicant, used by such applicant for an office or for performance of the purposes for which the applicant is organized, on which property bingo games will be conducted, together with the occupancy capacity of such place;
- D. That the applicant agrees to conduct bingo games in strict accordance with the provisions of Section 326.5 of the Penal Code and this chapter, as they may be amended from time to time, and agrees that the license to conduct bingo games may be revoked by the chief of police upon violation of any of such provisions;
- E. Said application shall be signed by the applicant under penalty of perjury;
- F. The annual license fee fixed by the city council by resolution shall accompany the application;
- G. The applicant shall also submit, with its application, a Certificate or Determination of Exemption under Section 23701(a), 23701(b), 23701(d), 23701(e), 23701(f), 23701(g) and 23701(l) of the Revenue and Taxation Code, or a letter of good standing from the Exemption Division of the Franchise Tax Board in Sacramento, showing exemption under Section 23701(d). (Ord. 1234 § 1)

5.24.050 Investigation of applicant.

Upon receipt of the completed application and the fee, the finance director shall refer the same to interested departments of the city, including, but not limited to, the city administrator, city attorney, police department, code enforcement office and the finance director shall refer the same to interested departments of the city, including, but not limited to, the city administrator, city attorney, police department, code enforcement office and the finance director shall refer the same to interested departments of the city, including, but not limited to, the city administrator, city attorney, police department, code enforcement office and the finance director shall refer the same to interested departments of the city, including, but not limited to, the city administrator, city attorney, police department, code enforcement office and the finance director shall refer the same to interested departments of the city attorney.

the applicant qualifies and the extent to which it qualifies, as property on which bingo games may lawfully be conducted

Item 13.

5.24.060 Contents of license.

Upon being satisfied that the applicant is fully qualified, under the law, to conduct bingo games in the city, the finance director shall issue a license to said applicant, which shall contain the following information:

- The name and nature of the organization to whom the license is issued;
- The occupancy capacity of the room in which bingo games are to be conducted; В.
- The address where bingo games are authorized to be conducted; C.
- The date of the expiration of such license; D.

fire, occupancy and other applicable restrictions. (Ord. 1234 § 1)

Such other information as may be necessary or desirable for the enforcement of the provisions of this chapter. (Ord. 1234 § 1)

5.24.070 Summary suspension of license pending opportunity for hearing--Misdemeanor to continue after suspension—Revocation.

- Whenever it appears to the chief of police that the licensee is conducting a bingo game in violation of any of the provisions of this chapter, the chief of police shall have the authority to summarily suspend the license and order the licensee to immediately cease and desist any further operation of any bingo game.
- Any person who continues to conduct a bingo game after any summary suspension thereof under subsection A of this section shall be deemed guilty of a misdemeanor and upon conviction thereof, shall be punishable by a fine not exceeding the amount outlined in the Master Fee Schedule or by imprisonment in the county jail for a period not exceeding 6 months, or by both such fine and imprisonment.
- C. The order issued under subsection A of this section shall also notify the licensee that it shall have 5 days from the date of such order to request a hearing to determine whether such license shall be revoked. Failure to request, in writing, such hearing before the chief of police within said 5-day period, shall result in a revocation of the license.
- D. Upon such request by the licensee, whose license has been suspended under subsection A of this section, for a hearing to determine whether such license shall be revoked, the chief of police shall provide such hearing within 10 days after receipt of such request at which hearing the suspended licensee may appear before the chief of police for the purpose of presenting evidence why the license should not be revoked. No license shall be revoked under this section unless notice of the time and place of such hearing shall have first been given at least 5 days before the hearing thereof by depositing in the United States mail a notice directed to said suspended licensee at the address given in the application. The notice shall set forth a summary of the ground advanced as the basis of the suspension and revocation.
- Any organization whose license is revoked under this section shall not conduct any bingo game in the city until such time as the city council, on appeal, determines to overrule the decision of the chief of police. (Ord. 1234 § 1)

5.24.080 Revocation of license—Alternative procedure.

- Whenever it appears to the chief of police that the licensee is conducting bingo games in violation of any of the provisions of this chapter, or that the license was obtained by fraudulent representation and no summary suspension is ordered, under Section 5.24.070, the license may be revoked; provided, however, the licensee may appear before the chief of police at the time fixed by the chief of police, for the purpose of presenting evidence why the license should not be revoked. No license shall be revoked under this section unless written notice shall have first been given at least 5 days before the hearing thereof by depositing in the United States mail, a notice directed to said licensee at the address given in the application. The notice shall set forth a summary of the ground advanced as the basis of the revocation.
- Any organization whose license is revoked under this section shall not conduct any bingo game in the city until such time as the city council, on appeal, determines to overrule the decision of the chief of police. (Ord. 1234 § 1)

5.24.090 Appeal of revocation to city council.

Any holder of a license whose license is revoked under this chapter shall have the right, within 10 days after receiving notice in writing of the revocation, to file a written appeal to the city council. Such appeal shall set forth the

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Item 13.

specific ground or grounds on which it is based. The city council shall hold a hearing on the appeal within 30 days receipt by the city, or at a time thereafter agreed upon and shall cause the appellant to be given at least 10 days' whitten notice of such hearing. At the hearing the appellant or its authorized representative shall have the right to present evidence and a written or oral argument, or both, in support of his or her appeal. The determination of the city council on the appeal shall be final.

Any organization whose license is finally revoked may not again apply for a license to conduct bingo games in the city for a period of one year from the date of such revocation; provided, however, if the ground for revocation is cancellation of the exemption granted under Section 23701(d) of the Revenue and Taxation Code, such organization may again apply for a license upon proof of reinstatement of said exemption. (Ord. 1234 § 1)

5.24.100 Definition of bingo.

As used in this chapter, "bingo" means a game of chance in which prizes are awarded on the basis of designated numbers or symbols on a card which conform to numbers or symbols selected at random. (Ord. 1234 § 1)

5.24.110 Maximum amount of prizes.

The total value of prizes awarded during the conduct of any bingo games shall not exceed \$250.00 in cash or kind, or both, for each separate game which is held. (Ord. 1234 § 1)

5.24.120 Profits to be kept in separate fund or account.

All profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. The licensee shall keep full and accurate record of the income and expenses received and disbursed in connection with its operation, conduct, promotion, supervision and any other phase of bingo games which are authorized by this chapter. The city, by and through its authorized officers, shall have the right to examine and audit such record at any reasonable time and licensee shall fully cooperate with the city by making such record available. (Ord. 1234 § 1)

5.24.130 Financial interest in licensee only.

No individual, corporation, partnership, or other legal entity except the licensee shall hold a financial interest in the conduct of such bingo game. (Ord. 1234 § 1)

5.24.140 Exclusive operation by licensee.

A bingo game shall be operated and staffed only by members of the licensee organization. Such members shall not receive a profit, wage or salary from any bingo game. Only the licensee shall operate such game, or participate in the promotion, supervision or any other phase of such game. (Ord. 1234 § 1)

5.24.150 Bingo games open to public.

All bingo games shall be open to the public, not just to the members of the licensee organization. (Ord. 1234 § 1)

5.24.160 Attendance limited to occupancy capacity.

Notwithstanding that bingo games are open to the public, attendance at any bingo game shall be limited to the occupancy capacity of the room in which such game is conducted as determined by the fire department and building department of the city in accordance with applicable laws and regulations. Licensee shall not reserve seats or space for any person. (Ord. 1234 § 1)

5.24.170 Bingo games conducted only on licensee's property.

A licensee shall conduct a bingo game only on property owned or leased by it, and which property is used by such organization for an office or for performance of the purposes for which the organization is organized. Nothing in this subdivision shall be construed to require that the property owned or leased by the organization be used or leased exclusively by such organization. A new license may be obtained by an eligible organization upon application under this chapter when it again owns or leases property used by it for an office or for performance of the purposes for which the organization is organized. (Ord. 1234 § 1 243

5.24.180 Minors not to participate.

No person under the age of 18 years of age shall be allowed to participate in any bingo game. (Ord. 1234 § 1)

5.24.190 Intoxicated persons not to participate.

No person who is obviously intoxicated shall be allowed to participate in a bingo game. (Ord. 1234 § 1)

5.24.200 Hours of operation.

No licensee shall conduct any bingo game more than 6 hours out of any 24-hour period. No bingo game shall be conducted before 9:00 a.m. nor after 2:00 a.m. of any day. (Ord. 1234 § 1)

5.24.210 Participant must be present.

No person shall be allowed to participate in a bingo game, unless the person is physically present at the time and place in which the bingo game is being conducted. (Ord. 1234 § 1)

5.24.220 Receipt of profit by a person a misdemeanor under state law.

It is a misdemeanor under Section 326.5(b) of the <u>Penal Code</u> of the State of California for any person to pay or receive a profit, wage or salary from any bingo game authorized under this chapter. A violation of this section is punishable by a fine not to exceed the amount outlined in the Master Fee Schedule, which fine shall be deposited in the general fund of the city. (Ord. 1234 § 1)

5.24.230 City may enjoin violation.

The city may bring an action in a court of competent jurisdiction to enjoin a violation of Section 326.5 of the Penal Code or of this chapter. (Ord. 1234 § 1)

5.24.240 Severability.

If any section, subsection or portion of this chapter is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this chapter. The city council hereby declares that it would have adopted this chapter and each section, subsection or portion thereof, irrespective of the fact that any one or more sections, subsections or portion be declared invalid or unconstitutional. (Ord. 1234 § 1)

5.24.250 Limitation on financial interest and use of profit.

No individual, corporation, partnership, or other legal entity except the organization authorized to conduct a bingo game shall hold a financial interest in the conduct of such bingo game. The profits of the bingo game shall be used only for charitable purposes. A portion of the proceeds, not to exceed 20% of the proceeds after the deduction for prizes, or \$1,000.00 a month, whichever is less, may be used for rental of property, overhead, and administrative expenses. (Ord. 1234 § 1; Ord. 1497 § 1)

View the mobile version.

RESOLUTION NO. 9041?

A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING ZONING CHANGE ZC 22-02 AMENDING SECTION 5.24.250 OF THE OROVILLE MUNICIPAL CODE RELATING TO BINGO GAMES AND ALLOWING DEDUCTION OF PRIZES OF UP TO \$2,000 PER MONTH FOR OPERATING COSTS

WHEREAS, the City of Oroville staff recommends the amendment of Section 5.24.250 of the City of Oroville Municipal Code relating to the City's regulations of bingo games and restrictions on the amount of profits used for rent and overhead costs, and;

WHEREAS, the City Council finds that the operation of bingo fundraisers by charitable and nonprofit organizations within the city is an integral part of supporting local charities and for leisure time sought by residents of Oroville, and;

WHEREAS, the Feather River Senior Citizen's Association has submitted a letter to the City dated December 1, 2021, requesting the amendment to Section 5.24.250 for consistency with State regulations that allow a higher portion of proceeds toward operational costs which is a valid and reasonable request, and;

WHEREAS, the California Penal Code Section 326.5, indicates, "A portion of the proceeds, not to exceed 20 percent before the deduction for prizes, or two thousand dollars (\$2,000) per month, whichever is less, may be used for the rental of property and for overhead including the purchase of bingo equipment, administrative expenses, security equipment, and security personnel", and the City Municipal Code Section 5.24.250 is more limiting at \$1,000 per month.

WHEREAS, at a duly noticed public hearing, the City Council reviewed and approved the proposed action.

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

SECTION 1. The City Council determines:

- A. The proposed amendment of Section 5.24.250 is consistent with the General Plan; and
- B. The proposed amendment of Section 5.24.250 will allow City nonprofit and charitable organizations more flexibility in meeting operating costs consistent the California Penal Code Section 326.5, Bingo games.

SECTION 2. City Council approves Zoning Change ZC22-02 to the Oroville Municipal Code as set forth in Attachment A.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on April 5, 2022, by the following vote:

AYES: Commissioner	
NOES:	
ABSTAIN:	
ABSENT:	
ATTEST:	APPROVE:
Jackie Glover, Assistant City Clerk	Chuck Revnolds, Mayor



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: CHRIS TENNS, ACTING FIRE CHIEF

RE: ACCEPTANCE AND RECOGNITION OF CAL WATER ANNUAL

FIREFIGHTER GRANT PROGRAM

DATE: APRIL 5, 2022

SUMMARY

The Council may consider accepting the annual Cal Water Firefighter grant funds through Cal Water and to purchase extrication equipment with grant funds.

DISCUSSION

On November 26th, 2021, the Oroville Fire Department sought grant funding from Cal Water to purchase extrication equipment. In December, Cal Water announced that Oroville Fire was one of eight Fire Departments that was awarded \$30,000 of \$174,500 to purchase or fund equipment that will help protect life and property. The grant program is part of Cal Water's commitment to supporting Fire Departments in its service areas.

The Fire Department continues to have a demand for vehicle extrication. The procurement of these updated, battery-operated extrication tools will allow our staff to perform rescue operations safely and efficiently at the scene of vehicle accidents and with downed aircrafts. The updated versions of the Holmatro equipment are battery operated, instead relying on the use of a gas operated powerplant, allowing for quicker deployment and with a tool that is half the weight. The battery-operated model of extrication is the direction that fire service is heading due to its efficiency and ease of use and will soon be the new industry standard.

FISCAL IMPACT

\$5,022.48 from fund 131 Fire Suppression Impact Fee Fund, current balance is \$325,203.

RECOMMENDATION

Page 1

Accept the grant funding from Cal Water and authorize the purchase of new extrication equipment not to exceed \$35,022.48

ATTACHMENTS

Quote

Western Extrication Specialists, Inc.

P.O. Box 1065 Simi Valley, CA 93062 +1 8056247475 http://www.holmatro-westx.com



Price Quote

ADDRESS
Oroville Fire

Oroville Fire Department 2055 Lincoln Strett Oroville, Ca 95966 USA SHIP TO

Oroville Fire Department 2055 Lincoln Strett Oroville, Ca 95966 USA PRICE QUOTE # 1779

DATE 10/23/2021

EXPIRATION DATE 06/30/2022

TECH/SALES REP.

Tony Martinez

DATE	ARTICLE NUMBER	DESCRIPTION		QTY	RATE	AMOUNT
	159.000.170	PCT11 COMBI-TO	OL	2	12,205.00	24,410.00T
	151.000.583	PBPA287 BATTEF	RY	4	760.00	3,040.00T
	151.000.742	PBCH2 BATTERY 120VAC	CHARGER	2	603.00	1,206.00T
	151.000.743	PMC2 MAINS POV CONNECTOR 120		2	1,387.00	2,774.00T
	3-2-V	PCT50 VERTICAL	MOUNT	1	300.00	300.00T
	1-1-H	PCT50 HORIZON	TAL MOUNT	1	300.00	300.00T
The bracket p	orices will change once I am ab	le to get a updated price	SUBTOTAL TAX			32,030.00 2,642.48
			SHIPPING		_	350.00
			TOTAL		\$3	5.022.48

Accepted By Accepted Date



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: RUTH WRIGHT, ASSISTANT CITY ADMINISTRATOR,

ADMINISTRATIVE SERVICES

RE: INVESTMENT MANAGEMENT SERVICES

DATE: APRIL 5, 2022

SUMMARY

The Council may consider an agreement for investment management services.

DISCUSSION

Staff is asking the Council to consider an investment management firm to manage and invest a portion of City funds.

Currently the City manages cash with an operating account keeping a minimum balance of 3 million. Any excess of cash is transferred to a pooled cash fund that is managed by the State of California – Local Agency Investment Fund or (LAIF). LAIF has been a solid low risk option for the City to earn a little interest on the cash balance that is not readily needed. The City transfers between these funds depending on cash flow needs. At February 28, 2022 the balances were, \$5,742,543 in our operating account and \$55,089,474 in our LAIF account. These balances are reported monthly on our City's website as required.

The only limitation in doing what we are doing is that the LAIF yield is very low. The risk is low but the current yield is approximately a quarter of 1% at .278%. It is possible to increase our yield by utilizing third party investment professionals. Chandler Asset Management has met with the City's City Administrator, Treasurer and Assistant City Administrator of Administrative Services and is scheduled to give a Council presentation prior to this item on the agenda.

Staff believes that custody and management of cash is a very large responsibility and needs to be evaluated to maximize the manner in which we invest. Staff also checked references and got excellent feedback on this firm.

FISCAL IMPACT

Possible increase in the City's yield on investments.

RECOMMENDATION

Option A – keep things the way they are currently

Option B – Invest a portion of the cash held in LAIF with Chandler Asset Management, any amount between 10 to 25 million.

ATTACHMENTS

Chandler Asset Management Agreement



INVESTMENT MANAGEMENT AGREEMENT (Institutional Client, Non-ERISA)

City of Oroville (Client) hereby retains Chandler Asset Management, Inc. (Chandler) as Investment Adviser on the terms and conditions set forth herein.

- 1. <u>Scope of Services</u>. In compliance with all terms and conditions of this Agreement, Chandler will provide Client with the services specified in the "Scope of Services" attached hereto as Exhibit A and incorporated herein by this reference.
- 2. <u>Term.</u> The term of this Agreement shall commence upon the execution of this Agreement and shall continue until this Agreement is terminated effective upon receipt of notice of termination in writing delivered by the terminating party.
- 3. <u>Fees</u>. Client shall compensate Chandler monthly an amount calculated on the average market value of Client's portfolio, including accrued interest, in accordance with the following schedule:

Assets Under Management	Annual Investment Management Fee
First \$25 million	0.12 of 1% (12 basis points)
Next \$25 million	0.09 of 1% (9 basis points)
Assets in excess of \$50 million	0.06 of 1% (6 basis points)

The fees expressed above do not include any custody fees that may be charged by Client's bank or other third party custodian.

Fees shall be prorated to the effective date of termination on the basis of actual days elapsed, and any unearned portion of prepaid fees shall be refunded. Client is not required to pay any start-up or closing fees; there are no penalty fees.

Fees shall be deducted monthly in arrears from Client's custody account.

- 4. <u>Client Representative</u>. In its capacity as investment manager, Chandler shall receive all instructions, directions and other communications on Client's behalf respecting Client's account from ______ (Representative). Chandler is hereby authorized to rely and act upon all such instructions, directions and communications from such Representative or any agent of such Representative.
- 5. <u>Investment Policy</u>. In investing and reinvesting Client's assets, Chandler shall comply with Client's Investment Policy, which is attached hereto as Exhibit B.
- 6. <u>Authority of Chandler</u>. Chandler is hereby granted full discretion to invest and reinvest all assets under its management in any type of security it deems appropriate, subject to the instructions given or guidelines set by Representative.



7. <u>Notices</u>. All reports and other communications required hereunder to be in writing shall be delivered in person, or sent by first-class mail postage prepaid, by overnight courier, by confirmed facsimile with original to follow or by confirmed electronic mail with proof of receipt to the addresses set forth below. Either party to this Agreement may, by written notice given at any time, designate a different address for the receipt of reports and other communications due hereunder.

Chandler Asset Management

Attn: Nicole Dragoo 6225 Lusk Boulevard San Diego, CA 92121 ndragoo@chandlerasset.com

CLIENT

Attn: Address: City, ST ZIP Email

8. <u>Electronic Delivery</u>. From time to time, Chandler may be required to deliver certain documents to Client such as account information, notices and required disclosures. Client hereby consents to Chandler's use of electronic means, such as email, to make such delivery. This delivery may include notification of the availability of such document(s) on a website, and Client agrees that such notification will constitute "delivery". Client further agrees to provide Chandler with Client's email address(s) and to keep this information current at all times by promptly notifying Chandler of any change in email address(s).

- 9. Proxy Voting. Chandler will vote proxies on behalf of Client unless otherwise instructed. Chandler has adopted and implemented written policies and procedures and will provide Client with a description of the proxy voting procedures upon request. Chandler will provide information regarding how Clients' proxies were voted upon request. To request proxy policies or other information, please contact us by mail at the address provided, by calling 800-317-4747 or by emailing your request to info@chandlerasset.com.
- 10. <u>Custody of Securities and Funds</u>. Chandler shall not have custody or possession of the funds or securities that Client has placed under its management. Client shall appoint a custodian to take and have possession of its assets. Client recognizes the importance of comparing statements received from the appointed custodian to statements received from Chandler. Client recognizes that the fees expressed above do not include fees Client will incur for custodial services.
- 11. <u>Valuation</u>. Chandler will value securities held in portfolios managed by Chandler no less than monthly. Securities or investments in the portfolio will be valued in a manner determined in good faith by Chandler to reflect fair market value.



- 12. <u>Investment Advice</u>. Client recognizes that the opinions, recommendations and actions of Chandler will be based on information deemed by it to be reliable, but not guaranteed to or by it. Provided that Chandler acts in good faith, Client agrees that Chandler will not in any way be liable for any error in judgment or for any act or omission, except as may otherwise be provided for under the Federal Securities laws or other applicable laws.
- 13. <u>Payment of Commissions</u>. Chandler may place buy and sell orders with or through such brokers or dealers as it may select. It is the policy and practice of Chandler to strive for the best price and execution and for commission and discounts which are competitive in relation to the value of the transaction and which comply with Section 28(e) of the Securities and Exchange Act. Nevertheless, it is understood that Chandler may pay a commission on transactions in excess of the amount another broker or dealer may charge, and that Chandler makes no warranty or representation regarding commissions paid on transactions hereunder.
- 14. Other Clients. It is further understood that Chandler may be acting in a similar capacity for other institutional and individual clients, and that investments and reinvestments for Client's portfolio may differ from those made or recommended with respect to other accounts and clients even though the investment objectives may be the same or similar. Accordingly, it is agreed that Chandler will have no obligation to purchase or sell for Client's account any securities which it may purchase or sell for other clients.
- 15. <u>Confidential Relationship</u>. The terms and conditions of this Agreement, and all information and advice furnished by either party to the other shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, rule, or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party of information that has become public by means other than wrongful conduct by such party or its officers, employees, or other personnel, (iv) for disclosures by either party to its legal counsel, accountants, or other professional advisers, (v) as necessary for Chandler to carry out its responsibilities hereunder, or (vi) as otherwise expressly agreed by the parties.
- 16. <u>No Assignment& Amendments</u>. Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement may be amended at any time by mutual agreement in writing.
- 17. <u>Governing Law</u>. It is understood that this Agreement shall be governed by and construed under and in accordance with the laws of the State of California.
- 18. <u>Severability</u>. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- 19. <u>Receipt of Brochure and Privacy Policy</u>. Client hereby acknowledges receipt of the disclosure statement or "brochure" and "brochure supplement" also known as Part 2A and Part 2B of Form ADV, required to be delivered pursuant to Rule 204-3 of the Investment Advisers Act of 1940 (Brochure). Client further acknowledges receipt of Chandler's Privacy Policy, as required by Regulation S-P.

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Client

20. Arbitration. It is agreed that any controversy between Chandler and the Client arising out of Chandler business or this Agreement, shall be submitted to arbitration conducted under the provisions of the commercial arbitration rules of the American Arbitration Association. Arbitration must be commenced by service upon the other party of a written demand for arbitration or a written notice of intention to arbitrate, therein electing the arbitration tribunal. In the event the Client does not make such election within five (5) days of such demand or notice, then the Client authorizes Chandler to do so on the Client's behalf. Judgment upon any award rendered by the arbitrators shall be final and may be entered in any court having jurisdiction thereof. This clause does not constitute a waiver of any right including the right to choose the forum, whether arbitration or adjudication, in which to seek resolution of disputes.

Chefit	
By:	
	Date
Name & Title:	
Chandler Asset Management, Inc., a California Corporation	
By:	
Nicole Dragoo	Date
President	



EXHIBIT A

Scope of Services

Chandler Asset Management is pleased to offer the **City of Oroville** ("City") the following services:

- Investment Policy Review. At the inception of the relationship, Chandler's investment professionals will conduct an extensive review of the City's Investment Policy to ensure it encompasses the latest requirements of California Government Code, as well as industry best practices and any management directives. In addition, we will perform a formal review of the City's Investment Policy annually to ensure that it is updated to reflect the latest changes to California Government Code, as well as incorporate your objectives and cash flow needs that may change over time.
- Develop a customized investment strategy and Appropriate Risk and Performance Measuring Benchmark. The strategy will be developed to support the City's financial goals while ensuring safety, providing liquidity, and generating competitive returns. Along with an overarching investment strategy designed to meet your risk tolerance and return expectations, we will identify an appropriate benchmark to measure portfolio outcomes. The benchmark should reflect the actual securities being purchased and the risks undertaken and should have a similar weighted average maturity and credit profile as the portfolio.
- Comprehensive Investment Management. Chandler will provide full-time investment management services for the City pursuant to the prudent investor standard of care required as a fiduciary. We will work with City staff to monitor investment opportunities and evaluate investments in the portfolio within the scope of a comprehensive strategy to ensure safety, liquidity, and return.
- Provide Credit Analysis of Investment Instruments in Portfolio. Chandler's rigorous process for reviewing credit securities considered for inclusion in clients' portfolios is designed to identify stable and improving credits, as well as early detection of weak or deteriorating credits. Close attention is paid to security issuers, with reviews taking place on a weekly basis. Chandler's Credit Committee conducts fundamental macroeconomic, industry-wide, and issuer-specific analysis which results in the development and maintenance of an Approved Issuer List of securities. We will communicate changes to you to ensure that you and your staff are informed of market conditions or significant developments in the City's portfolio.
- Compliance Monitoring. We will monitor your portfolio to ensure compliance with your investment policy, state law, and any additional directives. When we begin our relationship with the City, Chandler's compliance personnel will hard-code each specific element of the investment policy and any additional client directives into the system for the portfolio.
- Best Execution, Settlement, and Documentation. Chandler executes approved securities transactions on a transparent and highly competitive basis, in accordance with our commitment to best execution and documents the quotes received. All trades will be settled at the third-party custodian bank using delivery-versus-payment (DVP) procedures. This competitive process can be evidenced on daily trade tickets viewable by clients on the Chandler Client Portal.
- Reconciliation with Custodian Records and Settlement. Chandler's operations team performs daily reconciliations of cash balances and positions in all accounts and invests in best-in-class tools and technology to support the portfolio management process and simplify investment reporting and compliance.



- Portfolio Accounting and Reporting. We generate monthly reports that include a management summary of portfolio characteristics and performance, as well as full accounting details. Monthly reports are available no later than the *third business day* following month-end. You will also receive a quarterly report in a format designed to facilitate discussion between our investment professionals and the City's staff. In addition to the monthly and quarterly reports, we will prepare annual reports that satisfy GASB 40 and 72 requirements to facilitate the City's year-end reporting. Reports will be prepared in accordance with state law and the Governmental Accounting Standards Board (GASB) and are compiled to meet your specific needs. Performance for your portfolio will be calculated and reported in compliance with the CFA Institute's Global Investment Performance Standards (GIPS®).
- Online Access. Chandler's Client Portal is the custom web-based reporting tool that provides clients with secure access to a variety of digital files, including customized reports, trade tickets, and documents, as well as the ability to download daily transactions and holdings, historical monthly statements, and quarterly reports. Reports can be downloaded in Excel format and easily mapped and integrated into your internal reporting requirements, aggregating your data for effective analysis, and improving your operational efficiencies.
- Broker-Dealer Due Diligence. The Investment Management Team maintains an active, productive relationship with the broker-dealer community to promote an ongoing flow of market information and to execute trades for our clients at competitive prices. This advantage provides our clients with market access that they would not be able to achieve on their own. We review the credentials and regulatory background of each broker-dealer firm and their employees with whom we trade using FINRA's online BrokerCheck System.
- Serve as a General Resource for City of Oroville Staff. We will keep you fully informed of investment strategies, market conditions, and developments that are relevant to your investment program and that could potentially impact you from risk, opportunity, operational, and statutory perspective. We will meet with your staff on a quarterly basis either in person or in a secure virtual setting, and our investment professionals will also be available by phone during business hours. All meetings between Chandler and the City will be virtual for the first two years upon execution of the contract.

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CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL

FROM: BILL LAGRONE, ASSISTANT CITY ADMINISTRATOR

TOM LANDO, SPECIAL PROJECTS COORDINATOR

DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR

RE: NEGOTIATE DEVELOPMENT AGREEMENT AND PREPARE

NECESSARY STUDIES FOR APNS 078-010-047 AND 078-020-035

DATE: APRIL 5, 2022

SUMMARY

Authorize the City Administrator to enter into a contract to prepare an Environmental Impact Report and related studies, including a development agreement for property located on Ophir Road APNs 078-010-047 and 078-020-035, and allocate \$300,000 to pay for this work.

DISCUSSION

The City of Oroville General plan designates the parcels south of Ophir Road as a Ophir Road Specific Plan Area for a mixture of industrial, technology, and warehouse uses. As a part of the City's on-going economic development efforts, it is important to position this area so that it is development ready including performing all necessary studies to allow for a developer to move forward without the long delay once a potential user is identified.

This work would include a careful examination of the current general plan designation, making any amendments to that designation that might be required, preparing the related environmental studies including hiring a qualified firm to prepare an environmental impact report.

At the same time, to ensure that the City is fully reimbursed all of its costs, it is recommended that a development agreement be prepared so that when the property is either sold or developed, the owner and/or developer are responsible to fully reimburse the City all costs.

FISCAL IMPACT

Allocate \$300,000 to prepare the necessary reports and studies. Funding will come from the General Fund Unassigned Fund Balance.

RECOMMENDATION

Authorize the City Administrator to enter into a contract to prepare an Environmental Impact Report and related studies, including a development agreement for property

located on Ophir Road APNs 078-010-047 and 078-020-035, and allocate \$300,000 to pay for this work

ATTACHMENTS:

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

DAWN NEVERS, ASST. DIRECTOR COMMUNITY DEVELOPMENT

RE: PUBLIC SAFETY FACILITY REMODEL PROJECT – AGREEMENT

AMENDMENT NO. 1

DATE: APRIL 5, 2022

SUMMARY

The Council may consider Amendment No. 1 to Agreement No. 3394 D.H. Slater & Sons, Inc. for the additional cost of change orders due to discovery during demolition and remodel of the Dispatch Center and Emergency Operation Center (EOC) at the Public Safety Building.

BACKGROUND

The existing dispatch center was originally built in 1982, has been used 24 hours a day for the last 39 years and was in need of a remodel and updating. Originally, the proposed plan was to update areas within the public safety department, to include an updated training room that would be able to facilitate a City Emergency Operation Center (EOC), new dispatch center, expanded lobby and added customer window, and new restroom facilities on both floors to meet accessibility for the public and personnel.

In 2019, the contract was awarded, and the construction commenced soon after to find the work to be substandard and unacceptable. The contractor was later let go.

DISCUSSION

The project was published again and on November 2, 2021, the Council awarded D.H. Slater & Sons, Inc. as the lowest and most qualified bidder at \$1,246,832.00 with a 15% contingency of \$187,024.80 to cover the cost of anticipated deficiencies and unsafe conditions created.

As D.H. Slater & Sons, Inc. commenced work to remove and correct a former contractors substandard work, it became apparent there were more deficiencies than anticipated. The contractor and the City's Construction Manager and the Building Division staff documented the deficiencies as the work continued.

To date, \$116,747.83 in change orders to correct deficiencies have been approved. There is an additional \$60,000 in change orders to be approved to correct deficiencies. In an effort to complete the remodel and update of the facility properly, staff would like to request an additional \$375,000 to update the remainder of the public safety facility. This would include installing

flooring and painting the remainder of the first floor match the remodel. Abandoning old and inoperable equipment and wall speakers and patching. Exterior updates would include stucco patching and paint with replacement of vertical metal roofing panels. Exterior updates will also include LED lighting, added visitor parking and drought tolerant landscaping.

Total change orders with the additional interior and exterior updates are anticipated to reach \$555,000, less the previously approved contingency of \$187,024.80 for a requested total of \$400,000.00.

FISCAL IMPACT

The fee for all change orders outlined in Exhibit "A" is \$374,190.72. Payment is to occur as outlined in Exhibit "A". Funds in the amount of \$400,000.00 are requested should any additional unforeseeable items arise. Request Council approval for a contract Amendment No. 1 in the amount of \$400,000.00 from fund 304 Capital Projects Fund (RDA Bond Proceeds)

RECOMMENDATION

Request Council approval for a contract Amendment No. 1 in the amount of \$400,000.00

ATTACHMENTS

Attachment A - Agreement Amendment No. 1 Attachment B – Exhibit A

AMENDMENT TO PROJECT CONTRACT AGREEMENT NO. 3394 FOR PROJECT CONTRACT BETWEEN THE CITY OF OROVILLE AND SLATER & SONS, INC.

This Amendment dated April 5, 2022, is to the Project Contract Agreement No. 3394 between the City of Oroville ("City") and Slater & Sons, Inc. ("Contractor").

A copy of Contract Agreement No. 3394 is attached as Exhibit "B" including all prior amendments.

In consideration of terms and conditions herein, City and Contractor agree that Agreement No. 3394 shall be amended as follows:

- 1. The Agreement shall be amended to include work related to the additional change orders for the Facility Repair and Remodel of Oroville Police & Fire Department project, which are enumerated in the scope documents. The scope documents are attached as Exhibit A to this Amendment.
- 2. The fee for all change orders outlined in Exhibit "A" is \$374,190.72. Payment is to occur as outlined in Exhibit "A". Funds in the amount of \$400,000.00 are requested should any additional unforeseeable items arise.
- Conflicts between the Agreement and any previous amendment to the Agreement shall be controlled by this amendment. All other provisions within Agreement No. 3394 as amended shall remain in full force effect.

CITY OF OROVILLE	SLATER & SONS, INC.
Chuck Reynolds, Mayor	Ву:
ATTEST:	APPROVED AS TO FORM:
Bill LaGrone, City Clerk	Scott E. Huber, City Attorney

Public Safety Facility Remodel Slater & Sons Inc.

Contract Amount \$ 1,246,832.00 **Contrac Date** 11/18/2021

15% Contingency \$ 187,024.80

Change Orders

PCO#	Date	PCO Description	F	CO Amount	Date Approved	Payment Amount	Contract Balance
1	2/2/2022	Elevator Clearance Device	\$	1,109.75	2/24/2022		
2	2/2/2022	Bullet Proof Transaction Window	\$	2,584.05	2/24/2022		
3	2/7/2022	Rework existing HVAC & Plumbing	\$	8,965.98	2/24/2022		
4	2/7/2022	Hallway Carpet Replacement	\$	3,115.35	2/24/2022		
5	2/9/2022	Fire Rated Light Covers	\$	7,877.74	2/24/2022		
6	2/11/2022	Exhaust for Elevator Equip Room	\$	4,853.58	2/24/2022		
7	VOID	Add fire alarm system for elevator recall		VOID			
8	2/15/2022	Added Dispatch Lighting	\$	5,842.77	2/24/2022		
9	2/16/2022	Above Ceiling Insulation	\$	2,740.45	2/24/2022		
10	2/17/2022	Fire Rated T-Bar	\$	10,005.00	2/24/2022		
11	2/17/2022	Addl. Misc. framing & Subfloor replacement	\$	12,982.24	2/24/2022		
12	2/23/2022	Add Ceiling Radiation Dampers	\$	13,337.14	3/7/2022		
13	2/24/2022	T&M Electrical	\$	14,020.94	3/7/2022		
14	2/24/2022	Relocate Women's Shower	\$	4,887.50	3/23/2022		
15	2/24/2022	Addl. Misc. framing & Subfloor replacement	\$	9,390.23	3/23/2022		
16	2/24/2022	Floor Leveler Women's Restroom	\$	2,399.65	3/7/2022		
17	2/25/2022	Front Concrete	\$	59,468.80	2/25/2022		
18	2/24/2022	Deletion of Stairs	\$	(54,136.95)	3/23/2022		
19	3/9/2022	Added Site Lighting	\$	21,074.90	3/11/2022		
20	3/15/2022	Replace Circulaton Pump	\$	5,031.25	3/23/2022		
21	3/15/2022	Radiation Dampers for Upstairs Office	\$	3,663.33	3/23/2022		
22	3/15/2022	Rework Non-Compliant Gas on Roof	\$	5,220.00	3/23/2022		
23	3/17/2022	Additional Flooring	\$	65,436.15	3/23/2022		
24	3/17/2022	Replace Gate Valve	\$	1,972.25	3/23/2022		
25	3/18/2022	Replace Flag Pole	\$	1,753.75	0, 20, 2022		
26	5, 15, 151	Paint entire interior/exterior	\$	74,635.00			
27		Roofing replacement	Ś	172,500.00			
28		Rework existing doors	\$	8,869.45			
29		New lockers (includes credits)	\$	31,098.00			
30		Add interior window	\$	500.00			
31		Drywall patching at old low voltage	\$	5,000.00			
32		Dry rot repairs	\$	2,500.00			
33		Delete solar tube per owner request	\$	(2,625.00)			
34		Delete reinstallation of partition per owner request	\$	(1,541.00)			
35		Add bulletproof paneling and door	\$	13,000.00			
36		Additional drywall & ceiling tile	\$	15,000.00			
37		Add bike racks	\$	1,000.00			
38		Additional site lighting at flagpole & bldg lighting	\$	8,000.00			
39		Add frp to restroom & SS wrap	\$	5,000.00			
40		Phone line for elevator	\$	1,200.00			
41		Infill door to fire side	\$	2,400.00			
42		Replace bell support	\$	2,500.00			
42		include bell support	Ş	2,300.00		1	
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ł			-	t		1	
			\$	552,632.30		\$ -	\$ (365,607

Requested Extras \$ 374,629.27

Exhibit "A"

	Description of Change Orders	
8	Added Dispatch Lighting	\$ 5,842.77
9	Above Ceiling Insulation	\$ 2,740.45
19	Added Site Lighting	\$ 21,074.90
23	Additional Flooring	\$ 65,436.15
25	Replace Flag Pole	\$ 1,753.75
26	Paint entire interior/exterior	\$ 74,635.00
27	Roofing replacement	\$ 172,500.00
28	Rework existing doors	\$ 8,869.45
29	New lockers (includes credits)	\$ 31,098.00
30	Add interior window	\$ 500.00
31	Drywall patching at old low voltage	\$ 5,000.00
32	Dry rot repairs	\$ 2,500.00
33	Delete solar tube per owner request	\$ (2,625.00)
34	Delete reinstallation of partition per owner request	\$ (1,541.00)
35	Add bulletproof paneling and door	\$ 13,000.00
36	Additional drywall & ceiling tile	\$ 15,000.00
37	Add bike racks	\$ 1,000.00
38	Additional site lighting at flagpole & bldg lighting	\$ 8,000.00
39	Add frp to restroom & SS wrap	\$ 5,000.00
40	Phone line for elevator	\$ 1,200.00
41	Infill door to fire side	\$ 2,400.00
42	Replace bell support	\$ 2,500.00
		\$ 435,884.47

Approved Contingeny: \$ 187,024.80

Contignency Spent To Date: \$ 125,331.05 Contingency Balance: \$ 61,693.75

Total of Change Orders Above to be Approved: \$ 435,884.47

Less Contingency Balance: \$ 374,190.72

FEDERAL ENERGY REGULATORY COMMISSION

Office of Energy Projects

Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

March 3, 2022

In reply refer to: Project No. 2100-CA

Ms. Gwen Knittweis, Manager Hydropower License Planning and Compliance Office California Department of Water Resources P.O. Box 942836 Sacramento, California 94236-0001

Re: Parish Camp Saddle Dam Subsurface Investigation Plan

Dear Ms. Knittweis:

This is in response to your letter dated January 6, 2022, that submitted a drilling program plan (DPP) for two phases of a proposed subsurface investigation of Parish Camp Saddle Dam (saddle dam), part of the Feather River Project, FERC No. 2100. The submittal superseded a nearly identical submittal dated November 10, 2021. We have reviewed the most recent submittal and have provided detailed comments in the Enclosure along with the following general comment:

• The justification for the proposed raise of the saddle dam still requires clarification and will be pursued in other correspondence relating to Part 12D recommendations and the Comprehensive Needs Assessment documentation. Our review of this submittal focused solely on the proposed DPP.

Within 60 days of the date of this letter, please provide responses to the comments included in the Enclosure and an updated drilling plan that fully addresses our comments. File your submittal using the Commission's eFiling system at https://www.ferc.gov/ferc-online/overview. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your continued cooperation in this aspect of the Commission's dam safety program. If you have questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

Frank L. Blackett, P.E. Regional Engineer

L Blackett

Enclosure

cc:

Ms. Sharon Tapia, Division Manager CA Dept. of Water Resources Division of Safety of Dams P.O. Box 942836 Sacramento, CA 94236-0001

Enclosure

Item i.

Detailed Comments Drilling Plan Letter April 2, 2020 Parish Camp Saddle Dam Project No. 2100

- 1. As a reminder, we are waiting the additional information we requested in our January 24, 2022 letter regarding the impacts to the overall risk to Oroville Dam if the Parish Saddle Dam was raised. The existing Level 2 Risk Analysis did not take a dam raise into account and we are not convinced that a raise of the saddle dam does not adversely affect the overtopping potential failure mode, and possibly other impacts to the Oroville Dam. This information is required in order to provide the engineering justification that the raise is both necessary and does no harm.
- 2. Although we understand there are general concepts for the proposed raise of the saddle dam, it is difficult to assess the appropriateness of the proposed exploration program. Based upon the information available to us, the proposed program seems to be excessive and adversely invasive to the existing structure for a 3-foot embankment raise. Provide justification that the potential for significant impacts to the embankment, left downstream groin, and toe of the existing embankment, is commensurate with the level of information required to design a proposed raise.
- 3. The DPP indicates that some of the trenches will be shallow as the soil cover over the bedrock is thought to be shallow. Discuss what actions will be taken to prevent unnecessary disturbance to the bedrock that could negatively impact the future performance of seepage through the foundation in the event water is impounded against the embankment.
- 4. The test pit completion guidance on page 15 of the DPP does not provide any guidance on lift thickness or compaction testing. Please provide additional detailed guidance, including gradation, and moisture and compaction specifications on how TP1 will be restored to function as a structural part of the dam. Include this same information for backfilling all other test pits, including how the bottom of the trenches will be prepared before backfilling them.
- 5. Include in the plan that if the actual grout takes for backfilling a boring exceeds 150-percent of the theoretical grout volume of any stage, DWR will immediately contact our office to discuss the results and any corrective actions to control grout loss.

Item i.

FEDERAL ENERGY REGULATORY COMMISSION

Office of Energy Projects
Division of Dam Safety and Inspections
888 First Street, NE Routing Code: PJ-13
Washington, DC 20426
(202) 502-6025 Office – (202) 219-2731 Facsimile

March 14, 2022

In reply refer to: P-2088 NATDAM #CA00275, CA00269, CA00272, CA00268, and CA00274

VIA USPS First Class Mail

Ms. Kristen McKillop Compliance and Regulatory Manager South Feather Water and Power Agency 2310 ORO-Quincy Highway Oroville, California 95966

Dear Ms. McKillop:

By letter dated February 14, 2022, you proposed Mr. Marc J. Ryan, P.E., G.E., of Slate Geotechnical Consultants, and Mr. Derek Morley, P.E., of Geosyntec Consultants, as co-independent consultants to be responsible for the twelfth Part 12D safety inspections of the Miners Ranch, Little Grass Valley, Sly Creek, Lost Creek, and Ponderosa Developments of the South Feather Power Project. Mr. Ryan's and Mr. Morley's resumes confirm that they meet the Commission's independent consultant qualifications specified in Section 12.31(a) of the regulations. Mr. Ryan and Mr. Morley are therefore approved as co-independent consultants for these inspections. In accordance with Part 12, Subpart D, the approved independent consultants must either personally inspect the developments or be present during the inspections to supervise those individuals that conduct the inspections. You are reminded to instruct your consultants that should any condition be discovered that requires emergency corrective measures, they must immediately notify you, since you are required to submit a report to the Regional Engineer in accordance with Section 12.36.

The Part 12D safety inspection reports should be eFiled by December 1, 2022, by selecting Hydro: Regional Office and San Francisco Regional Office. If you are also filing a Supporting Technical Information Document (STID) update, the STID should also be eFiled by selecting Hydro: Regional Office and San Francisco Regional Office. If the reference materials cannot be eFiled, contact the project engineer to discuss options for transmitting the reference materials to the Commission. You can access the Commission's eFiling system at: https://www.ferc.gov/ferc-online/overview. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling,

contact FERC Online Support at <u>FERCOnlineSupport@ferc.gov</u>, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

The Part 12D safety inspection report must be formatted in accordance with the Enclosure, Part 12D Safety Inspection Report Outline (Outline), revised January 3, 2017. You should remind your consultants that it is important to submit reports that are formatted in accordance with the Outline and which adequately address all the information requested. The inspection and project features analyses are to include a thorough evaluation of all dam safety aspects of the developments in accordance with the Commission's Part 12D Dam Safety Regulations consistent with the requirements covered in the Commission's Engineering Guidelines for the Evaluation of Hydropower Projects (Engineering Guidelines). The independent consultants should also address those items specific to each development that were included in the Part 12D reminder letter sent to you by the Regional Office.

Your consultants should be prepared to submit, if requested, CDs containing programs with documentation and input files for any computer analyses used to reach the conclusions in their reports.

Chapter 14 of the Engineering Guidelines develops the Commission's Dam Safety Performance Monitoring Program (DSPMP). This chapter can be found at http://www.ferc.gov/industries/hydropower/safety/guidelines/eng-guide.asp. An important part of the DSPMP is the Potential Failure Modes Analysis (PFMA). The independent consultants should specifically review the PFMAs for any appropriate changes in Potential Failure Mode (PFM) category classification and description. This includes reviewing all reports and investigations performed or ongoing since the previous Part 12D reports and determining whether the information in these reports and investigations has changed a PFM category classification or introduced any additional PFMs. Information on how to complete well-developed PFMs is available at: https://www.ferc.gov/industries-data/hydropower/dam-safety-and-inspections/potential-failure-modes-pfms. Your consultants should be instructed to review this site before beginning work on the Part 12D inspections and reports.

The first Part 12D Independent Consultant Inspections for new constructed projects or projects where a major dam safety remediation has recently been completed may be done by the design engineer or an engineer from the design engineer's firm. The next Part 12D inspection must be performed by a different engineer not associated with either the design or construction firm. Subsequent Part 12D inspections may be performed by an engineer associated with the design, construction, or remediation work. In addition, an engineer or engineers from the same firm will not be approved as the independent consultant for more than two consecutive Part 12D Safety Inspections of any project.

You, as the licensee, are responsible for preparing and maintaining the STID or having it prepared and maintained for you. The Enclosure contains the outline for the STID. Appendix I of Chapter 14 of the Engineering Guidelines includes the STID outline, guidance on what is to be included in the STID, and examples of the document. A Part 12D report submitted that has an incomplete, significantly deficient, or unreadable STID will be returned to you as an unresponsive report.

The comprehensive PFMA report and the resulting section in the STID appended to the Part 12D report described above are to be regarded as living documents. These documents are to be appended as conditions at the site change and as new information is obtained at any time following the initial comprehensive PFMA or when discovered during subsequent Part 12, Subpart D inspections.

Therefore, for the Miners Ranch, Little Grass Valley, Sly Creek, Lost Creek, and Ponderosa Developments, formal PFMAs will not be required. Instead, as part of the preparation for the inspections, your personnel and your Part 12D consultants should review the existing PFMAs, STIDs and all other project documents relating to the operation and safety of the dams since the last Part 12D inspections. During the inspections, your consultants and you should organize and conduct informal supplemental PFMA sessions with your representatives and our FERC inspector to examine any revisions or additional failure modes identified during the review.

The supplemental PFMAs should be conducted consistent with Chapter 14 of the Engineering Guidelines. It is important to retain the original PFMA reports as prepared so that the findings, discussions, and thought processes of the original PFMA sessions are retained for future evaluations.

Please inform the Regional Office when the Independent Consultants will inspect the Miners Ranch, Little Grass Valley, Sly Creek, Lost Creek, and Ponderosa Developments so they may attend. They will also conduct their Dam Safety inspection of the Miners Ranch, Little Grass Valley, Sly Creek, Lost Creek, and Ponderosa Developments in conjunction with the Independent Consultant's inspection.

You are reminded that not later than 60 days after the reports of the independent consultants are filed with the Regional Engineer, you must submit to the Regional Engineer three copies of a plan and schedule for designing and carrying out any proposed corrective measures.

If you have any questions regarding this letter, please call me at 202-502-8968.

Sincerely,

David S. Snyder, P.E.

David Smyder

Senior Civil Engineer

Division of Dam Safety and Inspections

Enclosure

cc: Public Files

Federal Energy Regulatory Commission Engineering Guidelines for the Evaluation of Hydropower Projects

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Appendix H Part 12D Safety Inspection Report Outline

Table of Contents

The Table of Contents must show the initial page numbers for each section. If any subsection is not applicable, include the subsection with a statement of "Not Applicable" and an explanation of the reason(s) why.

For licensed projects that include multiple independent dam and powerhouse developments, separate Part 12D reports should be published for each development.

- 1.0 Findings and Recommendations
- 2.0 Project Description
- 3.0 Discussion of Potential Failure Mode Analysis Report
- 4.0 Surveillance and Monitoring with Respect to Potential Failure Modes
- 5.0 Field Inspection
- 6.0 Operation and Maintenance Programs Relative to Potential Failure Modes
- 7.0 Assessment of Supporting Technical Information Document

List of Tables (with location)

List of Figures (with location)

List of References

Appendices for Part 12D Inspection Report

- A. FERC Letter Requiring Part 12D Inspection
- B. FERC Letter Approving Part 12D Consultant Include date of current report outline provided by FERC. Use report outline provided with FERC letter, not latest revision.
- C. Project Figures

Only provide general overview drawings necessary to understand the project and items discussed in the report. If figures are placed in Section 2, provide a statement that figures may be found in Section 2. Optionally, if the STI is bound with the Part 12D report provide a statement that figures may be found in the STI document; duplicate drawings from the STI do not need to be included in the Part 12D report proper.

Detailed drawings should be included in the Supporting Technical Information document.

Federal Energy Regulatory Commission Engineering Guidelines for the Evaluation of Hydropower Projects Chapter 14

Item i.

D. Instrumentation Monitoring Data Plots

List each figure and drawing included in the report. Optionally, instrumentation plots may be placed in Section 4 of the report and a statement included in Appendix D that the plots may be found in Section 4.

E. Inspection Photographs

Optionally, some or all of the photographs may be included in the appropriate sections of the report. If photographs are included within the report, provide a list of the photographs and the corresponding page number in Appendix E.

- F. Inspection Checklists and/or Field Notes (Optional)
- G. Operation and Maintenance Documentation (If required)

1.4 Item i.

Federal Energy Regulatory Commission
Engineering Guidelines for the Evaluation of Hydropower Projects

1.0 Findings and Recommendations

This Section includes a summary of the Part 12D Independent Consultant's findings and assessments and the Part 12D Independent Consultant's conclusions and recommendations.

1.1 Findings

- 1.1.1 Summary assessment of the PFMA report
- 1.1.2 Summary assessment of the Surveillance and Monitoring Plan
- 1.1.3 Summary of Field Inspection Findings
- 1.1.4 Summary of O&M status
- 1.1.5 Summary Assessment of "Supporting Technical Information" document Note: Specifically identify any new calculations prepared subsequent to the previous Part 12D Report.

1.2 Conclusions

The conclusions of the Independent Consultant regarding the condition and suitability for continued safe and reliable operation of the project and specific conclusions regarding the information in each Section of this Part 12D report.

- 1.2.1 Conclusions regarding the suitability of the Project for continued safe and reliable operation.
- 1.2.2 Conclusions regarding the Project Description
- 1.2.3 Conclusions regarding the Potential Failure Modes Analysis Report
- 1.2.4 Conclusions regarding the Surveillance and Monitoring Plan
- 1.2.5 Conclusions regarding the Field Inspection
- 1.2.6 Conclusions regarding the Operations and Maintenance Programs
- 1.2.7 Conclusions regarding the Supporting Technical Information

1.3 Recommendations

The recommendations of the Independent Consultant to improve or maintain the condition and suitability for continued safe and reliable operation of the project and specific recommendations regarding the information in each Section of this Part 12D report.

- 1.3.1 Recommendations regarding the suitability of the Project for continued safe and reliable operation.
- 1.2.2 Recommendations regarding the Project Description
- 1.3.3 Recommendations regarding the Potential Failure Modes Analysis Report
- 1.3.4 Recommendations regarding the Surveillance and Monitoring Plan

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- 1.3.5 Recommendations regarding the Field Inspection
- 1.3.6 Recommendations regarding the Operations and Maintenance Programs
- 1.3.7 Recommendations regarding the Supporting

1.4 Certification

Note: By signing this document, the Part 12D Independent Consultant is stating that the entire report has been developed by and under the direction of the undersigned. The Part 12D Independent Consultant shall make a clear statement that he/she generally concurs with the assumptions, methods of analyses, and results of all studies documented in the report.

The Part 12D Independent Consultant is thus taking responsibility for the Part 12D report contents as a Professional Engineer.

- 1.4.1 List of all field inspection participants
- 1.4.2 Reference to FERC Order 122 dated March 1, 1981 and paragraph 12.37 (c) (7).
- 1.4.3 Signature(s) of Part 12D Independent Consultant(s) and PE Stamp

See Appendix A: FERC Letter Requiring Part 12D Inspection

See Appendix B: **FERC Letter Approving Part 12D Consultant** - (Include date of current report outline provided by FERC)

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Federal Energy Regulatory Commission
Engineering Guidelines for the Evaluation of Hydropower Projects

2.0 Project Description

2.1 Brief Project Description

For each major element and ancillary structure, provide a brief description of the type of structure, general dimensions, etc. The detailed project description will be in the "Supporting Technical Information" document.

For multi-project or development licenses, include a brief outline of how this site fits with the other projects.

Include a short paragraph with very brief project history. When constructed, when modified, any incidents.

2.2 Hazard Potential Classification.

Based on views from the dam, other project works inspected and discussion with the licensee, document any changes in upstream or downstream conditions that might affect the Hazard Potential Classification. Review with the licensee the methods and assumptions used to develop the IDF. If the IDF is less than the PMF, the IC should confirm that the IDF is still valid based on an assessment of the downstream conditions as noted above.

2.3 Summary of Standard Operating Procedures

- 2.3.1 Purpose of Project (Run of river, storage, flow augmentation, flood surcharge storage, control reserve, pumped storage, etc.)
- 2.3.2 Reservoir rule curves by season (include seasonal reservoir level operating levels and restrictions of reservoir level due to safety concerns, if any)
- 2.3.3 Standard gate operation procedures (lead and following gates, emergency power systems, etc.)

2.4 Modifications Conducted for Project Safety

Document any modifications to project works since the last Part 12D inspection that have been done to improve project safety. (i.e.: spillway gates reinforced, seepage drain, berm added, crest raised, post-tensioned anchors installed, foundation drains or relief wells cleaned, etc.). In the next Part 12D Safety Inspection Report, these items will become part of Section 2.1. This information should be fully described in the updated "Supporting Technical Information" document submitted with the Part 12D report.

Do not include routine maintenance such as unit overhaul, gate painting, etc. Note, that generators, transformers, and transmission facilities are excluded from the Part 12D program under 18CFR subsection 12.35.

2.5 Flood History

- 2.5.1 Flood of Record, PMF, IDF
- 2.5.2 Zero freeboard spillway capacity

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- 2.5.3 Peak spillway discharge during last five year period
- 2.5.4 Peak reservoir elevation during last five year period

See Appendix C: **Project Figures** (Note: If the STI is bound with this report, do not duplicate figures)

3.0 Discussion of Potential Failure Mode Analysis Report

Do not include security issues in the Part 12D report. For licensed projects that include multiple independent dam and powerhouse developments, separate PFMA studies and reports should be made for each development.

3.1 General

Identify the Core Team members, and their affiliations, who developed the comprehensive Potential Failure Modes Analysis (PFMA) or its update. Note that the process was in accordance with FERC "Engineering Guideline for the Evaluation of Hydropower Projects," Chapter 14.

3.2 Assessment of Potential Failure Mode Analysis Report

Assess the viable potential failure modes identified in the PFMA report. These would generally be Category 1 through Category 3 PFMs. Provide an assessment of the reasonableness and completeness of the failure mode scenario and whether the PFMs identified have a real possibility of occurrence. Potential Failure modes should be listed in order of importance. Each PFM assessment should include:

- A description that includes the sequence of conditions and events that would lead to the potential failure mode;
- An assessment of the risk reduction opportunities for each PFM; and
- An assessment of the Surveillance and Monitoring Plan for each PFM.

For example, the report would be formatted as follows.

- 3.2.1 PFM 1. (i.e. Internal erosion, piping)
 - 3.2.1.1 Description of PFM (may be taken from PFMA report)
 - 3.2.1.2 Assessment of Risk Reduction Opportunities
 - 3.2.1.3 Assessment of Surveillance and Monitoring Plan
- 3.2.2 PFM 2. (i.e. Seismic induced deformation)
 - 3.2.2.1 Description of PFM (may be taken from PFMA report)
 - 3.2.2.2 Assessment of Risk Reduction Opportunities
 - 3.2.2.3 Assessment of Surveillance and Monitoring Plan

Etc.

3.3 Are there new potential failure modes that have been identified and addressed in this report or that should be assessed? If so, include the appropriate Description

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of the PFM, Assessment of mitigation actions and Assessment of the SMP as discussed above.

See "Supporting Technical Information" document: Potential Failure Mode Analysis Study Report (Update as appropriate)

4.0 Surveillance and Monitoring with Respect to Potential Failure Modes

Note: Review and assessment of Surveillance and Monitoring Plans must always be done from the point of view of potential failure modes. Although the primary assessment is with respect to the potential failure modes identified in the PFMA study, the Independent Consultant must determine if there are potential failure modes not previously addressed or not adequately considered.

For the purposes of this section, a Threshold Level is the value used in the analysis or design, or is established from the historic record. An Action Level is the instrument reading that triggers increased surveillance or an emergency action.

4.1 Operator's Surveillance Program

Daily/weekly operator's inspections and reports.

4.2 Active Instrumentation: Include a schematic figure showing location of instrumentation (not detailed or cross section).

This will vary by project. Discuss only the instruments actually at the project. Is instrumentation in accordance with Chapter IX of the FERC "Engineering Guidelines for the Evaluation of Hydropower Projects?" Is the instrumentation functioning properly? Etc.

- Piezometers
- Weirs
- Settlement/alignment monuments
- Crack gages
- Upstream river and/or rain gage stations
- Headwater/tailwater (alarm systems)
- etc.

4.3 Threshold and Action levels

For each instrument, or group of instruments as appropriate, provide a table of Threshold and Action levels as defined above.

4.4 Reading procedures/frequency

For each instrument, or group of instruments as appropriate, discuss:

• Data acquisition procedures (manual/automated)

Chapter 14

Federal Energy Regulatory Commission
Engineering Guidelines for the Evaluation of Hydropower Projects

- Data evaluation procedures (process; is data evaluated in a timely manner by a qualified engineer; are readings compared to Threshold and Action levels defined for each instrument)
- Spurious readings (are spurious readings confirmed or explanations provided)
- 4.5 Assessment of Instrumentation Data and Surveillance and Monitoring Plans Relative to Potential Failure Modes. Include newly identified potential failure modes

5.0 Field Inspection

5.1 Field Inspection Observations

For each element of the project (i.e.: spillway, earthfill embankment, gravity section, intake, powerhouse, conveyance system, etc.), observe and report visual observations of the following issues as appropriate. Include photographs to document significant project features and observations. If an inspection checklist is used, include a copy of the checklist Appendix F. A site specific inspection checklist should be formatted to include specific visual surveillance items identified in the PFMA.

The intent of this section is to highlight changed conditions for the report reviewer, not to document unimportant or minor details.

The report should be in text format by structure or element addressed individually. For each structure or element of the project, the Part 12D Independent Consultant should consider the following items as appropriate:

- Settlement
- Movement including abutments (cracks or other signs of distress or change)
- Erosion
- Seepage/Leakage
- Cracking
- Deterioration
- Spillway gate Operation/Standby Power (At a minimum, the Part 12D Independent Consultant needs to review the licensee's annual certificates of spillway gate operation and interview project operating staff to assure that emergency backup systems work and that operating personnel know how to use them. At least one spillway gate should be operated at least one foot during the Part 12D inspection using the standby generator.)
- Outlet/Sluice Gate Operation
- Water conveyance systems (canals / flumes / penstocks / tunnels / surge chambers, emergency bypass or closure systems, etc.)
- Foundation Drain/Relief Well Operation

Item i.

- Evidence of high artesian or uplift pressures (structures / foundations / abutments)
- Observations of sediment transport (piping evidence)
- Observations of seeps, wet areas, springs, green grass
- Other Pertinent Observations
- Reservoir Rim Stability
- 5.2 Status of Response(s) to Recommendation(s) in Last Part 12D Report.
- 5.3 Field Observations with Respect to Potential Failure Modes

Document field observations pertinent to each potential failure mode noted in Section 3

5.4 Adequacy/Operation of Public Alert Systems

Note: Are upstream spillway warning buoys, and downstream sirens and lights operable?

See Appendix E: **Inspection Photographs** (Optionally, some or all of the photographs may be included in the appropriate sections of the report. If photographs are included within the report, provide in Appendix E a list of the photographs and the corresponding page number)

See Appendix F: Inspection Check List (optional)

6.0 Operation and Maintenance Programs Relative to Potential Failure Modes

Do not include security issues in the Part 12D inspection report. If observations of significant O&M issues are made, include in report for possible new potential failure mode analysis.

- 6.1 Summary of PFMA identified O&M issues (from PFMA report)
- 6.2 Operation and Maintenance Procedures
 - 6.2.1 Communication/Response

Address adequacy and reliability of remote monitoring, communication and control systems (Operations / Instrumentation / Telemetry – Do the systems provide adequate reliability and redundancy? Can a specific spillway gate, valve or other project component be operated remotely on demand?)

- 6.2.2 Electrical/Mechanical Systems
 - Spillway Gate Motors (line/line voltage, amperage draw, motor name plate rating information)

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- Standby and Redundant Power Sources
- Manual/Remote/Automatic Operation of Gates and Valves
- Gate Operation Sequence
- Icing protection (heaters/bubblers/reservoir level restriction)

6.2.3 Human Factors

- Adequate Staff for Emergency Response (Multiple Sites)
- Reliable Access Routes (winter/storm conditions)
- Training
- Electricians/Mechanics/Laborers
- Adequate Time to Respond
- Call Out Systems (time for crew to reach site after call out)

6.3 Assessment of O&M Procedures Relative to Potential Failure Modes

See Appendix G: Operation and Maintenance Documentation

7.0 Assessment of Supporting Technical Information Document

The purpose of this section of the Part 12D Report is for the Part 12D Independent Consultant (IC) to assess the contents of the "Supporting Technical Information" (STI) document compiled by the licensee and determine both its completeness and appropriateness to the current standard of the practice of dam safety. The STI document should be considered an executive summary that includes general, yet critical summary information needed to fully understand the design, construction, operation, and performance of the project. It should also contain sufficient information to summarize and confirm the underlying assumptions and the conclusions of the analyses of record supporting the assessment of the safety of the Project.

For each section of the STI, the Independent Consultant shall make a clear statement regarding their assessment of the completeness and appropriateness of the section of the STI. In sections where appropriate, they must state that they have reviewed the pertinent analyses and evaluations along with the underlying assumptions and that they have concluded that the assumptions and methods of analysis or evaluation were appropriate for the structure, were applied correctly and are appropriate given current guidelines and the state of dam safety practice. The IC must perform sufficient review and/or independent analysis and document their rationale to support their statement. This must include a brief summary of the parameters, methodologies, and results that document their decision.

Listed below are items to consider when summarizing each section of the STI. This is not intended to be an all-inclusive listing since each project is unique and requires careful review and consideration when reviewing for dam safety. In addition, this section of the Part 12D report is not intended to repeat the STI verbatim, but to summarize key components used by the IC to make their assessment and conclusions regarding the completeness of the STI.

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7.1 Potential Failure Modes Analysis Study Report (Include a statement referring to Section 3 for a detailed discussion of the Potential Failure Modes Analysis)

- Adequacy of the summary of current PFMA Report
- Changes in PFMA during current review, including any new PFMs
- Any changes in category for any PFM

7.2 Description of Project

- Summarizes major components of the project, including all those listed in the project Order
- Review description for accuracy and completeness (elevations, capacities, etc.)

7.3 Construction History

- Summarized procedures/methods used for construction
- Includes construction difficulties that could influence long-term performance of the project.
- Summarize any design changes in the project during construction and any modifications since originally constructed
- Construction photographs

7.4 Standard Operating Procedures

- Summary of key operating procedures for dam safety
- Include procedures/sequence for passing flows (gate/powerhouse/flashboard/fuseplug, etc. operation)
- Does the SOP include all the necessary requirements to safety operate the project?
- Discuss any changes that have been made in the operation of any component of the project that is different than originally designed and if there is any impact resulting from the change.

7.5 Geology and Seismicity

- Geology
 - o Adequacy of the summary of regional and local geologic conditions
 - o Geologic conditions that could impact dam safety performance
 - o Any geologic conditions that are important for monitoring the project
- Seismicity
 - o Summary of seismic analysis, including key parameters
 - o Date of recent analysis and applicability to current studies
 - o Design PGA and recurrence interval (if available)

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7.6 Hydrology and Hydraulics

- Hydrology
 - Summary of IDF/PMF, including key assumptions and rainfall/runoff parameters used.
 - o Applicability of flood to current methods, HMR, etc
 - o Specifically identify the studies of record
- Hydraulics
 - Summary of key issues and assumptions, including review of rating curve for spillway.
 - o Summarize routing of IDF/PMF through spillway(s), peak reservoir elevation, and residual freeboard.

7.7 Surveillance and Monitoring Program

This section should have an introductory summary of the analysis of record: the actual analyses should be included or attached as an Appendix. Other prior analyses can be included in the Appendix if they are thought to be of significance.

- Status of current DSSMP and DSSMR
- Applicability of program to PFMs
- Determine if any changes to program are required and recommend those changes.
- Discuss the appropriateness of current threshold and action levels

7.8 Stability and Stress Analyses of Project Structures

- Summary of methods, procedures, critical elements, assumptions, input/design parameters, etc... for each structure analyzed
- Resulting factors of safety and comparison to FERC guidelines
- List of all analysis of records and any supplemental studies currently in process or completed

7.9 Spillway Gates

- Category of gates and appropriate requirements
- Date and brief conclusion of most recent detailed gate inspection
- Date and brief conclusion of most recent test operation.

7.10 Pertinent Correspondence Related to Safety of Project Works

• Completeness of documents required to be included in the STI.

7.11 Status of Studies in Process and Outstanding Issues

Summarize any ongoing analyses, studies, etc.

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7.12 References

• Completeness of the list of references and the attached electronic files, if applicable

7.13 Conclusions

• Overall assessment of the condition of the STI

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General Statements

The following example statements are offered as general guidance for use by the IC when making definitive statement regarding each section of the STI, in addition to the discussion indicated above. The Positive statements are examples of when the STI is acceptable. The Negative statements are examples where the STI does not meet minimum requirements and must be improved upon. There are intended only as examples to be used for the section indicated. Copying these examples verbatim into the IC's assessment of each section of the STI may result in the rejection of the Part 12 D report; the assessment should be specifically customized for the project under review.

7.1 PFMA Review

Positive

The PFMA was reviewed for completeness during a PFMA review conducted in conjunction with the Part 12 inspection. I/we reviewed the following items (itemize here) and as a result, consider the PFMs to be, fully developed and appropriately separated by load case and location, well documented, and complete relative to the project information.

Negative

I/we reviewed the following items (itemize here). PFM Number XX was not fully developed and a recommended revision is included in the recommendation section of this report. After review and concurrence by FERC, the revised PFM should be adopted. The other PFMs are considered to be well written, well documented, and complete relative to the project information.

7.2 Project Description

Positive

The description of the project is correct and adequately summarizes the major components of the project and provides a good executive review level discussion about the project.

Negative

The project description is inadequate. It is recommended that the description of the project included in the STI be enhanced to include a more detailed description of the spillway gate operators, as noted in the recommendation section of this report

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7.3 Construction History

Positive

The construction history is adequately described, including all significant construction issues documented during the construction which include the following key points that could potentially impact the operation and performance of the project features. All available construction photographs are included on the accompanying CD and were reviewed to ensure there are no other previously unidentified defects from the original construction or later modifications.

Negative

The construction history is generally adequately described. However, the construction history did not include the modifications made to the project in 1999, which included (describe the modifications). A recommended revision is included in the recommendation section of this report.

7.4 Standard Operating Procedures

Positive

The Standard Operating Procedures are adequately summarized in the STI and include (list here) that are of specific interest regarding the continued safe operation of the project. The SOP includes all the necessary requirements to safety operate the project.

Negative

The SOP does not account for changes in gate operation to accommodate flow releases required for environmental purposes in 2004. It is recommended that the SOP be rewritten to account for this change.

7.5 Geology and Seismology

Positive

The geology and seismology of the project are adequately summarized and highlight specific issues that could impact the operation and performance of the project and include (summarize here). Our/my review of the seismicity indicates that site seismicity was developed using the most current data and approach available. The assumptions, methods, and use of the data and its application to this project meet the current guidelines and the state of dam safety practice.

Negative

The Geology section of the STI is adequate with the following exceptions:

- The geology does not contain a description of the problematic areas encountered in the foundation during construction. Nor does the geology summarize the actual geology of the site, but only includes a broad regional summary of the area.
- The seismology section of the STI is inadequate. The most current seismic hazard evaluation is not adequately summarized and the design Peak Ground Acceleration is not listed.
- The Geology and Seismology sections of the STI must be enhanced in accordance with the recommendations contained elsewhere in this report.

7.6 Hydrology and Hydraulics

Positive

The hydrology of the project is adequately described in the STI. My/our assessment of the hydrology included a review/analysis of (list studies/reports here). The key assumptions and parameters include (summarize here) and are considered appropriate to the current methodologies, data, and state of dam safety practice for evaluating the hydrologic safety of a dam. The PMF inflow of xxxx cfs is appropriate for this project.

The hydraulics of the project are adequately described in the STI. The spillway and tailwater rating curve(s) are correct and adequately represents the current spillway hydraulics. The project spillway(s)/outlets can pass the PMF/IDF with xx feet of freeboard on the dam. This freeboard is adequate for predicted wind and wave run-up at the dam.

Negative

I/we do not concur with the PMF analysis of record for this project. The PMF was based on PMP developed using HMR43, which was superseded by HMR57 in 1994. It is recommended that the PMF analysis be updated using the updated PMP values from HMR57.

The hydraulics of the project are not properly described in the STI. The rating curve used for the spillway is incorrect and needs to be recalculated.

7.7 Surveillance and Monitoring Program

Positive

The Surveillance and Monitoring Program is adequately described in the STI. My/our review of the DSSMP indicate the most critical elements of the monitoring include (summarize here) and contain appropriate threshold and action levels for each instrument. During the PFMA review, the need for additional surveillance for the project with respect to both identified PFMs and general health was discussed. It is my opinion that existing monitoring program is adequate and no changes are recommended at this time.

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Negative

My/our review indicated that several key elements of the project instrumentation are missing (list here). Thus the SMP is inadequate and needs to be revised.

7.8 The Stability and Stress Analyses of Project Structures

Positive

I have reviewed the pertinent analyses and evaluations along with the underlying assumptions and that have concluded that the assumptions and methods of analysis or evaluation were appropriate for the structure, were applied correctly and are appropriate given current guidelines and the state of dam safety practice. I also performed an independent check of the stability calculations and my results agree with the analysis of record. The following project structures are thus found to be safe for continued operation:

- Main embankment
- West diversion dam
- Integral power house
- (List all)

Negative

The STI is inadequate with regards to a summary of the stability and stress analyses for the project structures. The design assumptions are missing for the (xxxx) structural analysis. In addition, the resulting factors of safety on the recently submitted stability analysis do not meet the FERC minimum guidelines and must be reviewed with regards to dam safety concerns.

7.9 The Spillway Gates

Positive

I have reviewed the pertinent inspection reports and stability and stress analyses (if applicable) and have determined that the spillway gates are safe for continued operation.

Negative

I have reviewed the pertinent inspection reports and stability and stress analysis for the spillway gates. The analyses do not properly account for the bent strut on Gate No. 1 that I observed during my field inspection. Thus, before I can determine if the spillway gates are safe for continued operation, the stress analyses need to be redone to account for this issue with Gate No. 1.

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7.10 The Pertinent Correspondence Related to Safety of Project Works

Positive

The Pertinent Correspondence Related to Safety of Project Works is complete and adequate in accordance with the requirements of FERC. This correspondence includes the following items of specific note that are most important regarding the continued safety of the project:

- 1.
- 2.

Negative

The Pertinent Correspondence Related to Safety of Project Works is incomplete with regards to the requirements of the FERC. The following documents are missing and my/our recommendation is included to obtain and include the following documents in the STID:

- Past three years of the FERC Annual Dam Safety Inspection Reports
- Etc... (detail all accordingly)

7.11 Status of Studies in Process and Outstanding Issues

The Status of Studies in Process and Outstanding Issues include the following:

List specifics and summarize the issue

OR

There are no outstanding studies in process or outstanding issues with the project that are in process or need to be initiated resulting from my/our conclusions of this Part 12D review and inspection.

7.12 References

Positive:

The References included in the STI and associated electronic files enclosed with the STI are complete and accurate and are formatted for easy reference.

Negative:

The references in the STI are incomplete and inadequately contain all the information contained in the STI. It is recommended that all studies and reports listed below be transferred to a disk and included in the end of the STI.

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7.13 The Conclusions

Positive

The overall STI document is complete, well organized, and adequately addresses all of the requirements of FERC, but more importantly provides a complete executive summary document that is useful to all those associated with this project.

Negative

The STI document is inadequate. Rather than summaries of the necessary information, the document contains random copies of studies, project information, and incomplete information that does not allow the user to obtain a general overview of the entire project. Specifically, Sections (list sections) are particularly poor in content and must be completed in accordance with our recommendations.

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7.14 APPENDICES TO THE PART 12D SAFETY INSPECTION REPORT OUTLINE

List of Tables (with location)

List of Figures (with location)

List of References

A. FERC Letter Requiring Part 12D Inspection

Note: May include specific FERC concerns to be addressed by Part 12D Independent Consultant.

B. FERC Letter Approving Consultant

Note: Include date of report outline provided by FERC.

C. Project Figures

This Appendix should include the following figures as appropriate. All Figures should be consecutively numbered. Figures should be general without excessive detail so as to be clearly legible. Figures should include documentation of significant changes since last Part 12D report. If STI document to be directly bound in this report, do not duplicate the figures. FERC Exhibit and relicensing drawings can be used.

- Location map with project facilities located including conveyance systems and access routes from main roads and nearest town
- Plans of project facilities
- Typical sections and profiles of key project features (dams, spillways, powerhouses, intakes, emergency/fuse plug spillways, chute profiles, etc.)
- Profiles and typical sections of water conveyance systems (canals, tunnels, penstocks, flumes, surge chambers, etc)
- Satellite or aerial photo of project and downstream area
- Spillway and tailwater rating curves

D. Instrumentation Monitoring Data Plots

Note: Plans and cross-sections with locations of each instrument, including design phreatic surface or uplift pressure profile, and tabulated data for each instrument are included in the "Supporting Technical Information" document only. See Chapter IX, Instrumentation and Monitoring, of the FERC Engineering Guidelines for the Evaluation of Hydropower Projects for additional information. Only time versus reading graphs are included here as NEW information. Tables of data should be provided on a CD bound into the Part 12D report

If data plots are included in Section 4 of the Part 12D report, a statement should be provided here directing the reader to Section 4 for the information.

Time versus Reading data plots

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- Plot all data to date, not just last five years (alternative is to plot last 15 years and note historic range for each unit)
- Do not put too many instruments on one plot
- Try to put all instruments from one section or profile on the same plot
- Mark tip elevation, unscreened length, ground elevation and top of piezometer elevation for each piezometer on the data plot. This information can be provided in a Table to enhance legibility of the graph.
- Use symbols and/or different line types for each unit, not just colors (colors do not reproduce in black and white and some people are color blind Note that yellow and blue do not reproduce on Xerox machines)
- Include headwater and tailwater levels on each plot
- Force all time scales to show full year cycles from January through December
- For multiple plots for the same project, force vertical and horizontal scales on all
 plots of the same type to have the same scale or total range so plots can be directly
 overlaid
- Mark threshold values
- Show monthly precipitation on one sheet
- Mark action levels requiring emergency response
- E. Inspection Photographs
- F. Inspection Checklist (optional)
- G. Operation and Maintenance Documentation (if required)

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Appendix I Guidelines for Supporting Technical Information

The "Supporting Technical Information" document must include a revision sheet and contain the following sections:

Section	Title
	Table of Contents
1.	Potential Failure Mode Analysis Study Report
2.	Description of Project Structures
3.	Construction History
4.	Standard Operation Procedures
5.	Geology and Seismicity
6.	Hydrology / Hydraulics
7.	Surveillance and Monitoring Plan
8.	Stability / Stress Analysis of Project Structures
9.	Spillway Gates
10.	Pertinent Correspondence Related to Safety of Project Works
11.	References

The information to be included in each section is described below. If an item is not pertinent to the Project, include the item in the report and state that the item is Not Applicable (i.e. Section 9 "Spillway Gates" if the dam has an uncontrolled spillway).

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SUPPORTING TECHNICAL INFORMATION

Revision Log Table of Contents

1.0 Potential Failure Mode Analysis Study Report

Include a complete copy of the latest "Potential Failure Modes Analysis Report" with all attachments. All updates shall be included in this Section of the STI.

2.0 Description of Project Works and Project Drawings

This is a detailed description of the project and project works that is part of the Part 12D Independent Consultant review. In general, this information will come directly from existing sources such as prior Part 12D Inspection Reports, licensing or relicensing documents or company brochures. The detailed descriptions would include the following elements as appropriate:

- General project description including project name and owner
- Project location including nearest town(s), river system, etc.
- Purpose of Project
- Main dam and any auxiliary dams
- Spillway(s) including stilling basins
- Non-overflow water retaining structures such as powerhouses
- Intakes
- Conveyance systems (penstocks, tunnels, surge chambers, flumes, canals, inverted siphons, including control, regulating, and pressure relief devices, etc.)
- Powerhouse(s)
- Low level outlets including minimum flow devices

The following drawings shall be included

- USGS Quad map or other location map with project facilities located including conveyance system alignment
- Plan of licensed project facilities and project boundaries
- Typical sections and profiles of key project works (dams, spillways, powerhouses, intakes, canals, tunnels, penstocks, flumes, surge chambers, inverted siphons, etc.)
- Satellite or aerial photo of project and downstream area if available

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3.0 Construction History

In general, this information will be copied directly from existing sources such as prior Part 12D reports, construction reports or company brochures. Include a summary of the project construction history based on the following sources of information:

- Design reports and pertinent memoranda from licensing and permitting documents
- Laboratory investigations and construction testing reports
- Field and lab geotechnical investigations
- Construction reports and photographs
- Specification documents
- Reports of major modifications conducted for dam safety since last Part 12D inspection
- Construction chronology that includes all a summary of original construction and all significant work completed related to project safety. Do not include routine maintenance items such as gate painting, unit overhauls, etc.

4.0 Standard Operation Procedures

Include summaries of the standard operating procedures for the project. This section should include: seasonal minimum flow requirements, lead and follow gate sequence, reservoir level restrictions by season, etc.

4.1 Dam Operations

- Schedule of Inspections (include routine operations by operating staff, inspections by engineering staff, and special inspections as appropriate)
- Inspection checklist(s)
- Procedures for assuring satisfactory operating condition of critical systems including; SCADA systems, spillway gate operators, spillway gates, and low level outlet works

4.2 Reservoir Operations

- 4.2.1 Normal Operations
 - Typical filling schedule
 - Inflow forecasting procedure
 - Ramping rate requirements (reservoir and releases)
 - Downstream minimum flow requirement schedule

4.2.2 Flood Operations

- Criteria for starting gate operations
- Method of gate operation (local or remote)

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• Gate operating sequence (both spillway and low level outlets as applicable). Are gates operated such that all gates are opened a similar amount? Are some gates opened fully before others are operated? etc.

5.0 Geology and Seismicity

In general, this section should be copied from existing reports and company brochures. Include summaries of applicable information in the following sections:

5.1 Geology

- 5.1.1 Regional geology
- 5.1.2 Site geology and local foundation conditions including geologic maps, cross-sections and profiles under the dam(s) and pertinent project works.
- 5.1.3 Potential landslides, loose rock formations or adverse bedding orientations that could affect project works
- 5.1.4 Potential sinkhole, karst, solutioning, basalt flow issues, etc. that could impact project works
- 5.1.5 Potential weak seams such as bentonite or soluble gypsum layers
- 5.1.6 Geologic artesian sources (geothermal, high abutments, etc.). Do not include artesian pressures due to normal dam seepage.

5.2 Seismicity

- 5.2.1 Map of fault traces that effect project. Differentiate between those traces that have been confirmed by trenching or other means and those that are inferred from other means.
- 5.2.2 Table of fault, distances, depths, magnitude at fault, PGA at site, etc. including local (floating or random crustal) earthquake.
- 5.2.3 Site MCE and DBE development
- 5.2.4 Time history of adopted earthquakes
- 5.2.5 Response spectrum used in analyses
- 5.2.6 Historic earthquake centers map

The USGS website (http://earthquake.usgs.gov) includes information on seismicity and may be a useful reference.

6.0 Hydrology and Hydraulics

Provide supporting information to document the development of the Probable Maximum Flood (PMF) and the routing of the PMF through the reservoir and project spillways. In general, this information will come directly from existing sources such as prior Part 12D Inspection Reports or company reports. The following information that should be included as applicable:

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- 6.1 Hydrology
 - 6.1.1 Hydrometeorology report used
 - 6.1.2 Probable Maximum Precipitation for general and local storms
 - 6.1.3 Drainage basin description including drainage area
 - 6.1.4 Antecedent conditions
 - 6.1.5 Loss rates
 - 6.1.6 Basin and sub-basin precipitation/runoff models
 - 6.1.7 Unit Hydrograph
 - 6.1.8 Reservoir inflow and outflow hydrographs for the PMF event
 - 6.1.9 Floods of record including highest flood flows and reservoir elevations

6.2 Hydraulics - Dams

- 6.2.1 Project discharge-rating curves (For multiple gate spillways, outlet structures, powerhouse units, and emergency/fuse plug spillways, include the contribution of each component as well as the total capacity. Include the equations used to develop the curves including overtopping and orifice flow where appropriate).
- 6.2.2 Tailwater rating curve (Compare to dam break studies)
- 6.2.3 Normal and IDF freeboard without wave action
- 6.2.4 Zero freeboard flood capacity (without wave allowance)
- 6.2.5 Inflow Design Flood (based on dam break) The pertinent information from dam break analyses necessary to support the determination of the IDF should be included
- 6.2.6 Reservoir Probable Maximum and Inflow Design Flood outflow hydrographs and corresponding reservoir levels
- 6.2.7 Freeboard for general and thunderstorm events
- 6.2.8 Stilling basin or plunge pool design flood flow
- 6.2.9 Operating rule curve (if storage reservoir) including license restrictions on storage levels by season
- 6.3 Hydraulics Water Conveyance Systems
 - 6.3.1 Hydraulic capacity of water conveyance system(s)
 - 6.3.2 Normal operating freeboard
 - 6.3.3 Spillway discharge rating curve(s)
 - 6.3.4 Summary of transient analysis

7.0 Surveillance and Monitoring Plan

This section is to include drawings and/or sketches showing the location of each active instrument. Include cross-sections of project structures showing instrument tip elevation, ground elevation and readout point location. See Chapter IX, Instrumentation and

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Monitoring, of the FERC Engineering Guidelines for the Evaluation of Hydropower Projects for additional discussion.

Note: time versus reading graphs for each instrument will be included only in the Part 12D Inspection Report, not in the STI.

- 7.1 Plans, sections, and details of active or useful reference instrumentation

 If a unit has been abandoned or replaced, but the historic data is still being used for safety evaluations, include the appropriate information for the record
- 7.2 Reading frequency for each instrument (reading procedures should not be included in this document)
- 7.3 Procedures for resolving spurious readings
- 7.4 Tabulated Data for each instrument (may be included on CD in Excel format)
- 7.5 Type of instrument (pneumatic/vibrating wire piezometer, Parshall flume, gape gage, inclinometer, etc)
- 7.6 Predicted value for each instrument (threshold values are values used in design or analysis of project structures)
- 7.7 Historic range of readings for each instrument
- 7.8 Threshold and Action level for each instrument

8.0 Stability and Stress Analyses of Project Structures

Because every dam and hydroelectric project is unique, it is not possible to list here all the various items that are required to adequately detail stability or stress assessments of the project water retaining structures. It will be the responsibility of the Licensee to include all information necessary for the reader to understand the assumptions, methods of analysis, and load cases assessed for each project structure. Stability and stress analyses for each structure shall be summarized graphically for ease of understanding. The following types of information should be provided:

- 8.1 General
 - 8.1.1 Listing of credible load cases analyzed (including water levels for dam, canal and flume analyses or pressure for penstock and flowline analyses)
 - 8.1.2 Statement of the method of analysis used and the computer program adopted.
 - 8.1.3 Properties of materials based on site specific tests or assumptions (state which). Include representative test data and summary sheets.
- 8.2 For each gravity structure and load case:
 - 8.2.1 Graphic free body diagram (cross-section) of each structure showing:
 - the assumed self weight of the cross section
 - all applicable loads including, as appropriate:
 - assumed uplift pressure distribution
 - silt loads

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- headwater and tailwater loads
- point loads
- ice load
- 8.2.2 Key elevations
- 8.2.3 Key lateral dimensions
- 8.2.4 Piezometer and drain locations
- 8.2.5 Foundation shear strength parameters
- 8.2.6 Minimum cohesion to meet stability criteria
- 8.2.7 Negative crest pressures
- 8.2.8 Concrete unconfined and splitting tensile strength test results
- 8.2.9 AAR potential or evidence
- 8.2.10 Failure planes investigated, etc.
- 8.3 For each embankment structure and load case:
 - 8.3.1 Graphic cross-section showing
 - embankment zoning
 - phreatic surface by load case
 - critical failure surfaces
 - key elevations
 - key lateral dimensions
 - slopes
 - headwater and tailwater elevations
 - relief wells, drainage layers, cutoff trenches, slurry walls, etc
 - 8.3.2 Potential for uncontrolled seepage at toe
 - 8.3.3 Summary of liquefaction analyses
 - 8.3.4 Summary of deformation analyses
 - 8.3.5 Procedures used to determine soil types and properties, etc.
 - Soil Classification
 - Atterberg limits
 - etc.
 - 8.3.6 Procedures used to determine soil strengths
 - Triaxial Tests (type and loadings)
 - Standard Penetration Tests
 - Cone Penetration Tests
 - Becker Hammer Tests
 - etc.
 - 4.4 For each arch dam load case:

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- 8.4.1 Finite element mesh
- 8.4.2 Stress contours
- 8.4.3 Vector diagrams
- 8.4.4 Thrust block stability and joint sterionets
- 8.4.5 Pulsating load potential, etc.
- 8.5 For each water conveyance system that has a highlighted PFM
 - 8.5.1 Stress and stability analyses
- 8.6 Summary table of factors of safety for each structure and load case, with required value.

For embankment structures and overburden foundations, the material strengths used in the stability analyses should be properly identified i.e. effective stress or total stress. The methods used to determine/estimate pore pressures, such as flow nets or field measurements, should also be described.

For gravity structures, it is useful to provide a spreadsheet of the key numbers from the analysis.

9.0 Spillway Gates

For each spillway gate type, include the following information:

- 9.1 Table of material properties (steel type, trunnion bearing type and friction properties, etc).
- 9.2 A summary of the stress analysis computations
 - 9.2.1 Graphic of gate model used for stress analysis
 - 9.2.2 Table of critical stresses in each member for each load condition.
- 9.3 Trunnion, wheel, or other lubrication procedures, schedule, etc.
- 9.4 Summary of gate hoist motor load tests to date (motor name plate rating, line-line voltage, amperage draw, reservoir level, and initial draw if available)
- 9.5 Spillway gate detailed inspection report

10.0 Pertinent Correspondence Related to Safety of Project Works

Include the most recent FERC Annual Operation Inspection Report. Include any major correspondence from FERC or State Dam Safety Agencies related to outstanding dam safety issues for the project.

11.0 References

List of references available for review of dam safety issues and that were used to assemble this document.

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Attachments

- 1) Example of Detail Expected in Supporting Technical Information Document
- 2) Example of Summary of Embankment Stability Analysis
- 3) Example of Summary of Structural Stability Analysis
- 4) Example of Summary of Hydrologic and Hydraulic Information
- 5) Example of Summary of Instrumentation and Surveillance Information
- 6) Example of Document Control Log Sheets

FEDERAL ENERGY REGULATORY COMMISSION

Office of Energy Projects

Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

March 22, 2022

In reply refer to: Project No. 2100-CA

Ms. Gwen Knittweis, Manager Hydropower License Planning and Compliance Office California Department of Water Resources P.O. Box 942836 Sacramento, California 94236-0001

Re: 2021 Dam Safety Inspection

Dear Ms. Knittweis:

We received your letter dated October 14, 2021 that provided responses to inspection follow-up items from the 2021 annual inspection of Oroville Dam, which is part of the Feather River Project, FERC Project No. 2100. We have completed our review of the responses and the plan and schedule to address the inspection follow-up action items resulting from the 2021 dam safety inspection by the dates outlined in your letter is acceptable. Specifically, for Item No. 5 (penstock corrosion), based on your letter and subsequent clarifying conversation with DWR, we accept your plan and schedule to complete the work, and provide a letter confirming such, by December 31, 2023.

File your submittal using the Commission's eFiling system at https://www.ferc.gov/ferc-online/overview. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

Frank L. Blackett, P.E. Regional Engineer

cc:

Ms. Sharon Tapia, Division Manager Division of Safety of Dams California Department of Water Resources P.O. Box 942836 Sacramento, CA 94236-0001

FEDERAL ENERGY REGULATORY COMMISSION

Office of Energy Projects

Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

March 21, 2022

In reply refer to: Project No. 2100-CA

Ms. Gwen Knittweis, Manager Hydropower License Planning and Compliance Office California Department of Water Resources P.O. Box 942836 Sacramento, California 94236-0001

Re: Flood Control Outlet Special Gate Inspection

Dear Ms. Knittweis:

We received your letter dated August 13, 2021 that provided responses to previous comments and submitted an inspection report on the flood control outlet radial gates at Oroville Dam, which is part of the Feather River Project, FERC Project No. 2100. We have completed our review of the subject report and have no comments.

The plan and schedule for inspecting and submittal of the detailed 10-year gate inspection report by July 31, 2023 is acceptable.

File your submittal using the Commission's eFiling system at https://www.ferc.gov/ferc-online/overview. For all Dam Safety and Public Safety Documents, select Hydro: Regional Office and San Francisco Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

We appreciate your cooperation in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Wes Cooley at (415) 369-3340.

Sincerely,

Frank L. Blackett, P.E. Regional Engineer

cc:

Ms. Sharon Tapia, Division Manager Division of Safety of Dams California Department of Water Resources P.O. Box 942836 Sacramento, CA 94236-0001

Item ii.

DATE: March 16, 2022

TO: STATE, CITY AND LOCAL OFFICIALS

REVISED NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO INCREASE RATES FOR ITS 2023 GENERAL RATE CASE APPLICATION (A.21-06-021)

Acronyms you need to know

PG&E: Pacific Gas and Electric Company CPUC: California Public Utilities Commission

Why am I receiving this notice?

On February 25, 2022, PG&E provided supplemental testimony in its 2023 General Rate Case (GRC) proposing actions to reduce wildfire risk in 2022 and beyond. The proposals in this application aim to provide safe and reliable energy amid a changing climate and evolving wildfire threat.

This filing replaces the original filing amounts and is not incremental. In this filing, the revenue requirement for the 2023 test year was reduced compared to the original filing from \$15.46 billion to \$15.34 billion. PG&E provided its original testimony on June 30, 2021. In accordance with CPUC direction, PG&E provided supplemental testimony on its proposal to underground 10,000 miles of electric distribution powerlines in High Fire Threat Districts, which reduces the ignition risk to nearly-zero for overhead electric distribution powerlines that have been placed underground.

PG&E also proposes a new Enhanced Powerline Safety Settings program with electrical equipment settings reengineered, so that if an object comes into contact with an electric distribution powerline, power is automatically shut off to minimize any risk of ignition.

The supplemental testimony also reflects cost reductions of \$1 billion in Vegetation Management compared to PG&E's original testimony as well as operational changes to PG&E's Vegetation Management programs.

The supplemental testimony also includes ongoing costs supporting Electric Distribution, Gas Operations, Electric Generation, Customer Care, Shared Services and Information Technology, as well as employee and insurance costs.

If approved by the CPUC, PG&E's request would result in a revenue increase of \$3.125 billion for 2023 and additional increases of \$1.018 billion in 2024, \$755 million in 2025 and \$561 million in 2026.

Why is PG&E requesting this rate change?

Customers pay for gas and electric service through rates set by state regulators after extensive review and with full public input. Every four years, PG&E is required to file a GRC application with the CPUC. The CPUC determines the amount of money PG&E is allowed to collect through the GRC. That amount is incorporated into customer rates and used for operating and upgrading the electric distribution, electric generation, and gas distribution, transmission and storage systems.

If approved, PG&E will recover these costs through electric and gas rates starting January 1, 2023, through 2026.

How could this affect my monthly electric rates?

Many customers receive bundled electric service from PG&E, meaning they receive electric generation, transmission and distribution services.

Based on rates currently in effect, the bill for a typical residential customer using 500 kWh per month would increase from \$151.53 to \$175.17, or 15.6%.

Direct Access (DA) and Community Choice Aggregation (CCA) customers only receive electric transmission and distribution services from PG&E. PG&E transmission and distribution charges for these customers would increase by 18.0% if this application is approved. DA providers and CCAs set their own rates. Check with your DA provider or CCA to learn how this would impact your overall bill.

Another category of nonbundled customers is Departing Load. These customers do not receive electric generation, transmission or distribution services from PG&E. However, these customers are required to pay certain charges by law or CPUC decision. On average, these customers would see an increase of 5.9%.

Detailed rate impacts are being sent directly to customers in March and April 2022. Actual impacts will vary depending on usage.

Handouts at Meeting 04.29.22

The Hmong Museum in Oroville, CA A Project of Lao Veterans of America, Inc.

Lao Veterans of America, Inc.

Presented to the City of Oroville

Date: April 5, 2022

Lao Veterans of America (LVA) Overview

The Lao Veterans of America in Oroville was found in 2001 to unite the Hmong, Lao, and other ethnic minorities who fought alongside the United States against Communist aggression during the US Secret War in Laos from 1961 to 1975; advocate for social support services; assist with cultural and linguistic barriers; and serves as a focal point of contact for the Hmong community at the local, state, and federal.

Who Are the Hmong in America?

- The Hmong in America are those who came from the country of Laos after the United States pulled out of Indo-China in 1975;
- They came to this country as political refugees;
- They did not come to this country by choice and/or for economic gain;
- They came because they were recruited, trained, and paid by the CIA to fight against communist aggression on behalf of the American people.

The City of Oroville

- The City of Oroville and the County of Butte have become home to thousands of Hmong refugees since 1987;
- According to the US 2010 Census, the Asian population alone in the Greater Oroville was estimated to be 3,681;
- It has been more than 10 years now, the number of Asian population has grown more than what was indicated in 2010.

The Hmong Museum Project

- The Museum Project of LVA:
 - 1. The Hmong museum will be an educational resource to local elementary and secondary schools and community members to learn about Hmong culture and history;
 - 2. The Hmong Museum will help bridging the cultural and historical gaps that have not yet been taught in school.

The Hmong Museum Project

- 3. The Museum is to keep our cultural instruments, arts, traditional outfits, history, and other cultural and historical artifacts to preserve our culture and history.
- 4. The Museum will attract and bring more tourists to visit the City of Oroville, and this will help boost our local economy and business growths.

Hmong musical instrument





Hmong traditional outfits



Hmong embroidery, documenting Hmong history



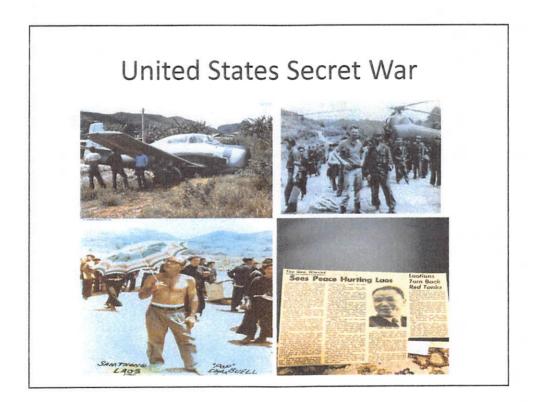
The United States Secret War





The United States Secret War





Thank you!

- Questions & Answers
- Thank you so much for allowing us to present you the Hmong Museum Project. We sincerely appreciate your leadership and your continuous support. We look forward to continue working with you and your city staffers.

Contact regarding the Museum Project

Lao Veterans of America, Inc.,
Oroville, California
Ger Vang
1977 6th Street
Oroville, CA 95965

Mobile: (209) 470-5858 Email: tzerva@icloud.com



LAO FAMILY COMMUNITY EMPOWERMENT, INC.

A Community Benefit Organization ទំាមមនុស្សាសិតមហិទាន

Board of Directors

President Kur Song

Vice-President
Kevin Vang

Secretary Mike Vang

Treasurer Jeff Slater

Members
Thomas Ngo
Gloria Allen
Angela Ayala
Sallee Her
Nou Vang
George Flores

Management Team

Chief Executive Officer Ger Vang, MA Program Supervisor Zia Vang Accountant Mai Kou Vang May 25th, 2019

Letter of Request

Mayor Chuck Reynolds City of Oroville 1735 Montgomery Street City of Oroville Administration Oroville, CA 95965

Dear Honorable Mayor Reynolds:

On behalf of the Hmong community, Lao Family Community Empowerment, Inc., Lao Veterans of America, Inc., Northern California Chapters, Hmong United Community of Oroville, and Hmong Cultural Center of Butte County are writing this letter to the City of Oroville requesting a facility for the Oroville Hmong community to establish a museum where we want to keep our cultural instruments, arts, traditional outfits, history, and other cultural and historical artifacts to preserve our culture and history.

The Hmong fought valiantly with the United States on behalf of the American people against Communist aggression in Indo-China in the U.S Secret War in Laos from 1961 to 1975. After the fall of Vietnam War and the U.S Secret War in Laos in 1975, the Hmong became displaced people and political refugees without a country. Several thousands have settled in Oroville since 1987, and Oroville is home to the Hmong.

Therefore, the Hmong museum will be an educational resource to local elementary and secondary schools and community members to learn about Hmong culture and history. The Hmong museum will help bridging the cultural and historical gaps that have not yet been taught in school.

Thank you very much for your kind considerations in providing a facility for the Hmong community of Oroville to build a Hmong museum. Should you have any questions, please contact Ger Vang at (209) 406-8683 or via email at gvang@lfcempowerment.org.

Sincerely,

Kay Cha, Board President Vang Thai, Founder of Lao Veterans of America Inc. Lao Veterans of America

Ger Vang, CEO Lao Family

> Ze Xiong, Board President Hmong United Community

Seng Yang, Program Director Hmong Cultural Center









Exchange Club of Oroville 2022 Feather Fiesta Days Grand Parade Saturday May 7, 2022 Entries Close on April 30, 2022

Entry #

Name of (Organization		Triday.	_ Entry Fee	SIBOLE
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Address o	f Person in Charge		tioe an	mane agust pue p.	INDIN
Name of I	nsurance for Entry		\$25	Elementary	Bands:
Categorie Float			Other_are on the	Middle School High School Aged broose Callege	
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DEADLINE FOR ENTRIES APRIL 30, 2022 Entries received after this date will be subject to a \$20 late fee

Page 2 contains categories, fees, rules and information. Please enter make-up area as shown.

Page 2 2022 Exchange Club Fiesta Parade Entry form

PARADE CATEGORIES: Floats	S50 goffasigage	
Vehicles - 3 or less	650 (for each additional vehicle, add \$10 per vehicle)	BbA finas
Mounted and large animals	Response of Person in Charge One of the second of the sec	Name and Address of
Bands: Elementary	S25 your Entry	
Middle School	s and number of persons/cars eqine (circle all that +260	Categorie
High School	Vaniele(s) Walkers Rulers Equine 246	
College	Perade Categories, Prices, Rules and Information on to side which is no outcard our of this again	
Professional	665	
Non-Profits, Walkers	525	
Pets with leash	els Payable to: Exchange Club of Oroville. Mail or de 1046, Oroville, 95965 OR. Scholl 1891 Robin 25	
Commercial Entry	350	
Political Entry	our certifies that you have the authority to enter the describe as shown. You agree to follow all written and w	
Parade Information LINE	BEGINS AT 8 A.M. IN THE MAKE UP AREA	

FLOATS AND BANDS ENTER ON 5TH FROM ORO-DAM
EQUESTRIAN AND ANIMALS ENTER ON MITCHELL FROM FEATHER RIVER BLVD.
VEHICLES ENTER ON MITCHELL FROM VEATCH

(Must be signed and dated to enter in parade)

SUBMIT ONE (1) PHOTOGRAPH IF YOU WISH PUBLICITY. To: PO Box 1046 or exchangecluboforoville@gmail.com

^{**}NO SALES OR CONCESSIONS ALLOWED IN THE PARADE ROUTE

^{**}PARADE STARTS AT 10 A.M. SHARP!

^{**}CONTINUOUS FORWARD MOTION AFTER START AT ALL TIMES

^{**}ENTRIES WILL CONTROL ALL ANIMALS OR VEHICLES AT ALL TIMES

^{**}EACH FLOAT MUST HAVE A WORKING (CHARGED) FIRE EXTINGUISHER

^{**}NO ALCOHOL ALLOWED DURING THE LINEUP OR IN THE PARADE

^{**}PLEASE DO NOT THROW CANDY FROM VEHICLES OR ENTRIES
(HAVE A PERSON WALK NEXT TO THE CROWD IF YOU HAVE HANDOUTS)

Dee Hunter

From:

ShermanG <shrmgee@yahoo.com>

Sent:

Friday, March 25, 2022 9:08 PM

To:

dandee@digitalpath.net

Subject:

draft Oroville concept paper

Attachments:

Oroville Tourist Area.doc

Hello Dee.

I'm happy I'm able to get in touch with you. My daughter Darlene told me that you and she spoke last weekend at the Oroville Historical Society lecture. She asked me to give you some more information about my earlier contacts with the Oroville City Council. However, I have not had any return contacts from the council for nearly a year.

Hence, I have attached for you a draft concept paper which hopefully outlines clearly my reason for contacting the city council. Please make any comments and suggest changes that you think would be appropriate for the city council. I can then prepare a revised draft. If the revised draft looks OK, I certainly would appreciate your help in presenting the idea to the city council.

Thank you much for your help.

Sherman Gee Tel: 925-201-7687

Oroville Tourist Area March 2022

This paper presents the concept for establishing a tourist area in Oroville to commemorate the historic heyday of a vibrant Chinese community that resided in Oroville in the early 1900s.

Specifically, the local area on Broderick St.---anchored by the Oroville Chinese Temple Museum, a replica of the old Gee general store (Zhi He Tang) at 1698 Broderick St., and the Chinese Christian Mission School marker half a block away---could be developed as a local tourist attraction. Such a tourist area with the story of the Chinese pomelo tree planted in Oroville in 1901 as a natural backdrop could produce substantial benefits to Oroville businesses and the local economy.

A front view of Zhi He Tang is shown below. The structure was built by Quong Leong Gee, an immigrant from China who after many years of labor saved enough funds to purchase the plot of land in 1901. The photo was taken circa 1950 courtesy of James Lenhoff, a local historian.



The autobiography, *Legacy of the Lone Sentinel* (authored by Sherman Gee and available at Amazon.com), provides considerably more details on the internal arrangement of Zhi He Tang, and how it became the center of the Oroville Chinese community in the early 1900s. The book also details the story of the Gee family transplant from a destitute region in southern China to finally arrive in Oroville in the 1880s.

The proposed tourist area would have the Oroville Chinese Temple Museum, the replica of Zhi He Tang, and the Chinese Christian Mission School marker as the three corners of a triangle. Because there has been a strong affinity between the museum and the Gee family descendants from Zhi He Tang over the years, it is reasonable to consider the replica of Zhi He Tang as an extension of the Chinese Temple Museum. It is notable that a memorial bench sits before the Council Chambers in the museum that was presented to members of the Gee family by the docents at the Chinese Temple Museum. Also, the Chinese Christian Mission School was where Quong Leong's children were introduced to the English language and American culture after classes at the Bird Street Elementary School.

The University of California at Berkeley (UCB) along with members of the Gee family could assist in developing the tourist-area concept. Many Gee family members are graduates of UCB beginning with the class of 1934. The strong connection between UCB and the Gee family has been strong over the years. For instance, the Gee family has collaborated with the UCB to make available the contents of the Oroville museum on the World Wide Web via the UCB Bancroft Library website.

Contacts: Sherman Gee, shrmgee@yahoo.com

Darlene Gee Bouma, darlenegee2@gmail.com