



OROVILLE CITY COUNCIL

Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

June 07, 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/UCAoRW34swYI85UBfYqT7IbQ/>
2. Watch via Zoom
<https://zoom.us/j/96870319529?pwd=dW9kMGRZSFo5MFFNQk5wVDUzRkRrZz09>
Meeting ID: 968 7031 9529
Passcode: 67684553
3. Listen via Telephone
Telephone: 1-669-900-6833
Meeting ID: 968 7031 9529
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 54956.8, the Council will meet with Real Property Negotiators, City Administrator and City Attorney, regarding the property commonly known as APN: 012-060-001, APN: 012-060-002 APN: 035-290-039, APN: 035-290-003
2. Pursuant to Government Code section 54956.9(d)(2), the Council will meet with the City Administrator and City Attorney regarding potential exposure to litigation – two cases.
3. 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 and Fire Chief

OPEN SESSION

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

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 - 12** 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. **CONFLICT OF INTEREST CODE 2022 UPDATE**

The Council may consider adopting a resolution to update the City of Oroville Conflict of Interest Code.

RECOMMENDATION

Adopt Resolution No. 9051 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RATIFYING THE CONFLICT OF INTEREST CODE FOR THE CITY OF OROVILLE.

2. NOVEMBER 7, 2022 GENERAL MUNICIPAL ELECTION RESOLUTIONS

The City Council is requested to adopt the resolutions necessary for the City's municipal election to be called and consolidated with the 2022 General Statewide Election that is conducted by Butte County Elections Department.

RECOMMENDATION

Adopt Resolution No. 9052 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE OROVILLE CITY MUNICIPAL CHARTER

Adopt Resolution No. 9053 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

Adopt Resolution No. 9054 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION.

3. 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

The Council will approve the submittal of 2021-22 Community Development Block Grant (CDBG) Application and provide direction to staff indicating the proposed activities to be submitted to State.

RECOMMENDATION

Adopt Resolution No. 9057 - A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION FROM A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-22 FUNDING YEAR OF THE STATE CDBG PROGRAM

4. SUB-RECIPIENT AGREEMENT WITH THE OROVILLE HOPE CENTER-CITY WORKS PROGRAM FOR COMMUNITY DEVELOPMENT BLOCK GRANT NEIGHBORHOOD CLEANUP PROGRAM

The Council may consider Sub-Recipient Agreements with The Oroville Hope Center-City Works for a Neighborhood Cleanup Program through the 2021 Community Development Block Grant NOFA.

RECOMMENDATION

Adopt Resolution No. 9056 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT IN THE AMOUNT OF \$600,000, BETWEEN THE CITY OF OROVILLE AND THE OROVILLE HOPE CENTER-CITY WORKS PROGRAM FOR NEIGHBORHOOD CLEAN UP, FOR A PERIOD TO COINCIDE WITH THE 21-22 CDBG GRANT AWARD - (Agreement No. 3417).

5. FORECLOSURE OF 14 WESTWOOD WAY

The City Council may consider the foreclosure on property located at 14 Westwood Way, Oroville (APN 068-190-026). It was determined to be financially feasible for the City to cure its interest by paying off the underlying first mortgage loan.

RECOMMENDATION

Authorize the foreclosure of City's loan interest on the property located at 14 Westwood Way, Oroville CA (APN 068-190-026) by approving Resolution No. 9055.

6. AGREEMENT FOR AS NEEDED PROFESSIONAL IT SERVICES WITH STRATTI

The Council may consider authorizing the Mayor to execute an agreement for as needed professional IT services with Stratti.

RECOMMENDATION

Authorize the Mayor to contract with Stratti for as needed professional IT services.

7. SR 162 ATP PROJECT - RIGHT OF WAY NEGOTIATION AND APPRAISAL OFFERS TO SUPPORT THE PROJECT CONSTRUCTION

The Council will consider approving staff to begin negotiations with twelve property owners to offer just compensation for the acquisition of additional right-of-way along SR 162 to support the construction of sidewalk connectivity and mobility improvements as required by the SR 162 ATP Grant.

RECOMMENDATION

Staff recommends approving the project team to contact the property owners with offers for right-of-way acquisition.

8. SECOND READING OF ZONING CODE AMENDMENT ZC21-06, PROPOSED REVISION OF OROVILLE MUNICIPAL CODE SECTION 17.12.020 RELATING TO FENCE, WALLS AND SCREENING STANDARDS

The Council will consider amending OMC Section 17.12.020 relating to the City's regulations of fences, walls and screening pertaining to maximum allowed heights, placement, and other changes necessary to protect the general health, safety, and public welfare of the city.

RECOMMENDATION

Adopt Ordinance No. 1860 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.020 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO FENCES, WALLS, AND SCREENING STANDARDS.

9. NORTH STAR PLACE BRANDING CONTRACT FOR PROFESSIONAL SERVICES TO CREATE A NEW OROVILLE BRAND

The City Council may consider approving a professional services agreement with North Star Branding for place branding and marketing for \$77,000, plus options to extend the contract for up to two more years.

RECOMMENDATION

Approve the professional services agreement with North Star Branding for place branding and marketing.

10. THIRTEENTH (13TH) AMENDMENT RESOLUTION TO THE SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES

The Council may consider a resolution for the 13th Amendment to the Supplemental Benefits Fund (SBF) Implementation Agreement between the City of Oroville, as Fund Administrator of the SBF, and the State of California Department of Water Resources extending the term until July 20, 2022.

RECOMMENDATION

Adopt Resolution No. 9058 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND (SBF) IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF OROVILLE AS FUND ADMINISTRATOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR) FOR ADVANCE FUNDING TO THE SBF IN THE AMOUNT OF \$135,000 WHICH REPRESENTS THE BALANCE OF ADVANCE FUNDS AS DETAILED IN THE SETTLEMENT AGREEMENT FOR THE LICENSING OF THE OROVILLE FACILITIES – FERC PROJECT NO. 2100, MARCH 21, 2006, APPENDIX B, SECTION B100 E 3.0

(or)

Provide direction.

11. PUBLIC SAFETY REPLACEMENT OF DAMAGED AND DESTROYED OFFICE FURNITURE AND VARIOUS APPLICANCES

The Council will consider the purchase of office furniture and appliances for the Oroville Public Safety facility that were damaged and destroyed

RECOMMENDATION

Authorize and direct staff to execute a one-time purchase from A-1 Appliance for the purchase of appliances in the amount of \$4,798.17; and

Authorize and direct staff to execute a one-time purchase from National Business Furniture for the purchase of workstations in the amount of \$47,764.73. CMAS Contract #4-20-71-00970

12. 2022-23 PRELIMINARY BUDGET

The Council will receive the 2022/2023 Preliminary Budget for review prior to the public hearing set for June 21, 2022.

RECOMMENDATION

Receive the 2022-23 Preliminary Budget

REGULAR BUSINESS

13. PUBLIC SAFETY FACILITY REMODEL PROJECT – AGREEMENT AMENDMENT NO. 2

The Council may consider Amendment No. 2 to Agreement No. 3394 D.H. Slater & Sons, Inc. for the additional cost of change orders due to discovery during demolition and remodel Public Safety Building.

RECOMMENDATION

Request Council approval for contract Amendment No. 2 in the amount of \$250,000.00

14. CONSIDER THE PARK COMMISSION REQUEST TO OVERSEE THE CITY MUSEUMS

The City Council may consider the request from the Park Commission to oversee the City’s five museums.

RECOMMENDATION

With the recent approval and hiring of the Cultural Facilities Curator position, staff recommends that the duties remain with the Museum Facilities Curator.

15. CONSIDER A REQUEST BY THE GEE FAMILY FOR THE CITY TO ACQUIRE 1698 BRODERICK STREET AND CONSTRUCT A REPLICA OF THE JEE WAH TONG GENERAL STORE AND CONSIDER PRESERVATION OF AN EXISTING POMELO TREE WHERE THEY ORIGINALLY STOOD IN THE EARLY 1900’S

The City Council may consider the request received from the Gee family to acquire 1698 Broderick Street to reconstruct a replica of the Jee Wah Tong (JWT) general merchandise store in addition to the preservation of the existing Pomelo tree at that location.

RECOMMENDATION

Due to the number of museums staff currently owns and operates, staff recommends that this request remains a private endeavor to not exacerbate the existing city resources and docent association for the museums.

16. AMENDING THE MASTER DISPOSITION AND DEVELOPMENT AGREEMENT WITH CMG PROJECT 1200, LLC FOR THE DEVELOPMENT OF THE GATEWAY PROPERTY

The Council will consider amending the Master Disposition and Development Agreement with CMG Project 1200, LLC, for the development of the Gateway Project.

RECOMMENDATIONS

Adopt Resolution No. 9059 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CMG PROJECT 1200, LLC. FOR THE DEVELOPMENT OF THE GATEWAY PROJECT (Agreement No. 3420)

PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

17. CONSIDERATION OF A RESOLUTION ELECTING TO HAVE THE CITY OF OROVILLE BECOME SUBJECT TO THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING PROCEDURES AND CONSIDERATION OF AN ORDINANCE AMENDING TITLE 2 OF THE OROVILLE MUNICIPAL CODE AMENDING CHAPTER 2.24 BUREAU OF PURCHASE, CONCERNING THE IMPLEMENTATION OF UNIFORM CONSTRUCTION COST ACCOUNTING ACT PROCEDURES

This item has been continued to the June 21, 2022 City Council Meeting.

REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Council Announcements and Reports
2. Future Agenda Items
3. Administration Reports
4. Correspondence
 - i. PG&E Notice of Request to increase rates
 - ii. Oroville Union High School District information related to increased School Facilities Fees
 - iii. FERC Correspondence

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on June 21, 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
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: BILL LAGRONE, CITY ADMINISTRATOR
JACKIE GLOVER, ASSISTANT CITY CLERK**

RE: CONFLICT OF INTEREST CODE 2022 UPDATE

DATE: June 7, 2022

SUMMARY

The Council may consider adopting a resolution to update the City of Oroville Conflict of Interest Code.

DISCUSSION

The State of California Fair Political Practices Commission (FPPC) requires that the local jurisdictions adopt a conflict of interest code requiring individuals holding designated positions to file Statement of Economic Interest forms and designating the Filing Officer for the local jurisdiction. The FPPC requires a review of this conflict of interest code every even year to incorporate any new regulations, requirements, or designated positions.

For the City, the FPPC Statement of Economic Interests are public records maintained by the City and (in the case of 87200 filers) by the State. These documents provide the public with information about where the filers derive their income or other benefits, have economic interest and potentially have conflicts based on these interested. The purpose of the FPPC laws and regulations is to provide transparency in interest of those who are making decisions with the public's funds.

The resolution that is recommended for approval has been updated to reflect the new department structure of the City as well as the new positions that need to file based on their decision-making authority with the city.

FISCAL IMPACT

None.

RECOMMENDATIONS

Adopt Resolution No. 9051 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, RATIFYING THE CONFLICT OF INTEREST CODE FOR THE CITY OF OROVILLE.

ATTACHMENT

Resolution No. 9051
Resolution No. 8862

**CITY OF OROVILLE
RESOLUTION NO. 9051**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,
RATIFYING THE CONFLICT OF INTEREST CODE FOR THE CITY OF OROVILLE**

WHEREAS, pursuant to the California Government Code, commencing with section 87300, the City Council is required to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, pursuant to the California Government Code 87302, the Conflict of Interest Code shall provide for specific enumeration of the positions within the City, other than those specified in the California Government Code 87200. Which involve in the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business position interests in real property and sources of income which must be reported by designated positions; and

WHEREAS, the City Council at this time wishes to rescind the Conflict of Interest Code adopted by Resolution No. 8862 and to adopt a revised Conflict of Interest Code which will designate employees required to comply with the Conflict of Interest Code; and to establish a clearly defined conflict policy; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, incorporation by reference of the terms of the aforementioned regulation and amendments thereto in the City’s Conflict of Interest Code will save the City time and money by minimizing the actions required of that body to keep its Code in conformity with the Political Reform Act.

**NOW THEREFORE, BE IT RESOLVED BY THE OROVILLE CITY COUNCIL
THAT:**

Section 1. Resolution No. 8862, adopted June 2, 2020 is hereby rescinded.

Section 2. The terms of Title 2, California Code of Regulations, section 18730 and any and all amendments to it adopted by the Fair Political Practices Commission are hereby incorporated by reference, as well as the attached Appendices A and B in which officials and employees are designated and disclosure categories are set forth, and constitute the Conflict of Interest Code of the City of Oroville.

Section 3. Designated employees shall file Statements of Economic Interests with the Assistant City Clerk, or their designated appointee, to whom the City Council hereby designates the authority to carry out the duties of the Filing Officer.

Section 4. The effective date of the Code shall be the date this Code is originally approved and adopted by the Oroville City Council.

Section 5. Statements of Economic Interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the City of Oroville.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 7, 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

**APPENDIX A
DESIGNATED POSITIONS – FULL DISCLOSURE**

ADMINISTRATION

City Administrator
Assistant City Administrator
City Attorney
City Clerk
Assistant City Clerk
Director of Code Enforcement
Director of Business Assistance and
Housing Development
SBF Program Specialist
Management Analyst III
Information Technology Manager
Human Resource Manager
Finance Director
Successor Agency Staff

DEVELOPMENTAL SERVICES

Assistant Community Development Director
Sr. Civil Engineer/Project Manager
Chief Building Official
Public Works Supervisor
Airport Manager

PUBLIC SAFETY

Code Compliance Officer
Police Lieutenant
Deputy Fire Chief/Battalion Chief
Police Chief

OROVILLE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

Redevelopment Successor Agency Oversight Board

CONSULTANTS*

The positions designated above shall disclose full Categories of Disclosure:

- Investments, Stocks, Bonds, etc. (less than 10%)
- Investments, Income and Assets – Business Trusts (greater than 10%)
- Interests in Real Property
- Income & Business Position
- Income – Loans
- Income – Gifts
- Income – Gifts & Travel Payments

DESIGNATED POSITIONS – LIMITED DISCLOSURE

DEVELOPMENTAL SERVICES

Associate Civil Engineer
Building Inspector
Senior Planner
Associate Planner
Assistant Planner
Counter Technician
Code Enforcement Specialist
Code Enforcement Technician

Limited categories of disclosure related to the conduct of your position:

- Investments, Stocks, Bonds, etc. (less than 10%)
- Investments, Income and Assets – Business Trusts (greater than 10%)
- Interests in Real Property
- Income & Business Position
- Income – Loans
- Income – Gifts
- Income – Gifts & Travel Payments

Filing requirement – Filed with City Clerk, original kept in Clerk’s office.

***Consultants.** City Administrator may determine in writing, that a particular consultant, although a “designated position”, is hired to perform a range of duties that are limited in scope and therefore not required to fully comply with the disclosure requirements described in this section. Written determination shall include a description of the consultant’s duties and based upon that description a statement of the extent of disclosure requirements.

APPENDIX B OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Per Government Code section 87200 and the regulations of the Fair Political Practices Commission, Title 2, Division 6, Regulation 18720 of the California Code of Regulations the positions listed below manage public investments and will file Form 700 Statement of Economic Interests:

- City Council/ Successor Agency
- City Administrator/Successor Agency Executive Director
- City Treasurer/ Successor Agency Fiscal Officer
- City Attorney/Successor Agency Counsel
- Planning Commission

Filing requirements – Filed with the City Clerk, original sent to Fair Political Practices Commission, copy retained in the Clerk's office.

**CITY OF OROVILLE
RESOLUTION NO. 8862**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,
RATIFYING THE CONFLICT OF INTEREST CODE FOR THE CITY OF OROVILLE**

WHEREAS, pursuant to the California Government Code, commencing with section 87300, the City Council is required to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, pursuant to the California Government Code 87302, the Conflict of Interest Code shall provide for specific enumeration of the positions within the City, other than those specified in the California Government Code 87200. Which involve in the making or participation in the making of decisions which may foreseeably have a material effect on any financial interest and for each such enumerated position, the specific types of investments, business position interests in real property and sources of income which must be reported by designated positions; and

WHEREAS, the City Council at this time wishes to rescind the Conflict of Interest Code adopted by Resolution No. 8754 and to adopt a revised Conflict of Interest Code which will designate employees required to comply with the Conflict of Interest Code; and to establish a clearly defined conflict policy; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, section 18730, which contains the terms of a standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act; and

WHEREAS, incorporation by reference of the terms of the aforementioned regulation and amendments thereto in the City's Conflict of Interest Code will save the City time and money by minimizing the actions required of that body to keep its Code in conformity with the Political Reform Act.

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

Section 1. Resolution No. 8754, adopted November 6, 2018 is hereby rescinded.

Section 2. The terms of Title 2, California Code of Regulations, section 18730 and any and all amendments to it adopted by the Fair Political Practices Commission are hereby incorporated by reference, as well as the attached Appendices A and B in which officials and employees are designated and disclosure categories are set forth, and constitute the Conflict of Interest Code of the City of Oroville.

Section 3. Designated employees shall file Statements of Economic Interests with the Assistant City Clerk, or their designated appointee, to whom the City Council hereby designates the authority to carry out the duties of the Filing Officer.

Section 4. The effective date of the Code shall be the date this Code is originally approved and adopted by the Oroville City Council.

Section 5. Statements of Economic Interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the City of Oroville.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting on June 2, 2020 by the following vote:

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




Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:



Scott E. Huber, City Attorney



Jackie Glover, Assistant City Clerk

**APPENDIX A
DESIGNATED POSITIONS – FULL DISCLOSURE**

ADMINISTRATION

City Administrator
Assistant City Administrator
City Attorney
City Clerk
Assistant City Clerk
SBF Program Specialist
Management Analyst III
Information Technology Manager
Human Resource Manager
Finance Director
Successor Agency Staff

DEVELOPMENTAL SERVICES

Assistant Community Development Director
Sr. Civil Engineer/Project Manager
Chief Building Official
Public Works Supervisor
Airport Manager

PUBLIC SAFETY

Code Compliance Officer
Police Lieutenant
Deputy Fire Chief/Battalion Chief

OROVILLE REDEVELOPMENT SUCCESSOR AGENCY OVERSIGHT BOARD

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The positions designated above shall disclose full Categories of Disclosure:

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DESIGNATED POSITIONS – LIMITED DISCLOSURE

DEVELOPMENTAL SERVICES

Associate Civil Engineer
Building Inspector
Senior Planner
Associate Planner
Assistant Planner
Counter Technician
Code Enforcement Specialist
Code Enforcement Technician

Limited categories of disclosure related to the conduct of your position:

- Investments, Stocks, Bonds, etc. (less than 10%)
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Filing requirement – Filed with City Clerk, original kept in Clerk’s office.

***Consultants.** City Administrator may determine in writing, that a particular consultant, although a “designated position”, is hired to perform a range of duties that are limited in scope and therefore not required to fully comply with the disclosure requirements described in this section. Written determination shall include a description of the consultant’s duties and based upon that description a statement of the extent of disclosure requirements.

APPENDIX B OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

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- City Council/ Successor Agency
- City Administrator/Successor Agency Executive Director
- City Treasurer/ Successor Agency Fiscal Officer
- City Attorney/Successor Agency Counsel
- Planning Commission

Filing requirements – Filed with the City Clerk, original sent to Fair Political Practices Commission, copy retained in the Clerk's office.

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: JACKIE GLOVER, ASSISTANT CITY CLERK

**RE: NOVEMBER 7, 2022 GENERAL MUNICIPAL ELECTION
RESOLUTIONS**

DATE: JUNE 7, 2022

SUMMARY

The City Council is requested to adopt the resolutions necessary for the City's municipal election to be called and consolidated with the 2022 General Statewide Election that is conducted by Butte County Elections Department.

DISCUSSION

The General Municipal Election for the City of Oroville is to be held in consolidation with the General Statewide Election on November 7, 2022, for the election of three (3) Members of the City Council to districts A, B, and F for the full term of four (4) years, one (1) Mayor for the full term of four (4) years, and one (1) Treasurer for the full term of four (4) years, pursuant to the provisions of the Oroville Municipal Charter, Article VII, section 1 and Oroville Municipal Code Chapter 2.08 related to elections. Terms of office will expire for the positions currently held by the following individuals: Council Member Art Hatley, Council Member David Pittman, Council Member Eric Smith, Mayor Chuck Reynolds and Treasurer Karolyn Fairbanks.

Call & Consolidation

It is required that the City Clerk officially set the election date and request the Board of Supervisors to issue instructions to the Butte County Election Department regarding consolidation with the Statewide General Election and to authorize certain procedures for the conduct of said election.

Notice of Election

The Notice of Election must be published not earlier than the 127th day (July 4) and not later than the 113th day (July 18) before the municipal election. The Notice of Election must contain the date of the election, the offices for which candidates may file, the qualification required, the candidate filing period (July 18th – August 12th), and where the candidate shall file their nomination papers. It also must also contain notification of any ballot measures, a synopsis of the measure, and the deadline set for arguments, if the measure is placed on the ballot before the Notice of Election is published.

Candidate Statement

A candidate may file a Candidate Statement of Qualifications to be printed in the sample ballot, not to exceed 200 words. A local agency may estimate the total cost of printing the statement and require each candidate filing a statement to pay in advance their estimated pro rate share as a condition of having a statement included in the voter's pamphlet.

The cost of the candidate statements is estimated based upon information from the Butte County Elections Department which oversees the typesetting of the voter pamphlet. The cost for a candidate statement for the 2022 General Municipal Election has been set at \$300 per candidate statement.

FISCAL IMPACT

Based upon the costs of prior elections, a total of \$31,000 has been budgeted for the 2022 General Municipal Election costs.

RECOMMENDATIONS

1. Adopt Resolution No. 9052 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE OROVILLE CITY MUNICIPAL CHARTER
2. Adopt Resolution No. 9053 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 7, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE
3. Adopt Resolution No. 9054 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT A GENERAL MUNICIPAL ELECTION.

ATTACHMENTS – Three Resolutions

**CITY OF OROVILLE
RESOLUTION NO. 9052**

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 7, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE OROVILLE CITY MUNICIPAL CHARTER AND CODES

WHEREAS, under the provisions of the City of Oroville Municipal Charter, a General Municipal Election shall be held on Tuesday, November 7, 2022, for the election of Municipal Officers; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of the City of Oroville Municipal Charter and Codes, there is called and ordered to be held in the City of Oroville, California, on Tuesday, November 7, 2022, a General Municipal Election for the purpose of electing three (3) Members of the City Council, one (1) to each of the districts A, B, and F for the full term of four (4) years, one (1) Mayor for the full term of four (4) years, and one (1) Treasurer for the full term of four (4) years, and that pursuant to the requirements of §10403 of the California Elections Code, the Board of Supervisors of the County of Butte is hereby requested to consent and agree to the consolidation of the General Municipal Election with the Statewide General Election on Tuesday, November 7, 2022.

Section 2. That the ballots to be used at the election shall be in form and content as required by law.

Section 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Butte Registrar-Recorder/County Clerk to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

Section 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Elections Code §10242, except as provided in §14401 of the Elections Code of the State of California.

Section 5. That in all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

Section 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

Section 7. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

1 **Section 8.** The City Council authorizes the City Clerk to administer said election
2 and all reasonable and actual election expenses shall be paid by the City upon
presentation of a properly submitted bill.

3 **PASSED AND ADOPTED** by the Oroville City Council at a special meeting on
4 June 7, 2022, by the following vote:

5 AYES:

6 NOES:

7 ABSTAIN:

8 ABSENT:

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Chuck Reynolds, Mayor

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12 APPROVED AS TO FORM:

ATTEST:

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15 _____
Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk

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**CITY OF OROVILLE
RESOLUTION NO. 9053**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 1, 2022 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, the City Council of the City of Oroville called a General Municipal Election to be held on November 7, 2022, for the purpose of the election of three (3) members of the City Council, one (1) each to districts A, B, and F - (four-year term), one (1) Mayor – (four-year term), and one (1) Treasurer – (four-year term); and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city precincts, polling places and election officers of the two elections be the same, and that the County Election Department of the County of Butte canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OROVILLE DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That pursuant to the requirements of section 10403 of the California Elections Code, the Board of Supervisors of the County of Butte is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 7, 2022 for the purpose of the election of three (3) members of the City Council, one (1) each to districts A, B, and F - (four-year term), one (1) Mayor – (four-year term), and one (1) Treasurer – (four-year term).

Section 2. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

Section 3. That the Board of Supervisors is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

Section 4. That the City of Oroville recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

Section 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Butte.

PASSED AND ADOPTED by the Oroville City Council at a special meeting on June 7, 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

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9054**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA,
ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE
PERTAINING TO CANDIDATE STATEMENTS SUBMITTED TO THE VOTERS AT A
GENERAL MUNICIPAL ELECTION**

WHEREAS, Section 13307(c) of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidate’s statement;

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

SECTION 1. That pursuant to Section 13307(a) of the Elections Code of the State of California, each candidate for elective office to be voted for at any General Municipal Election, to be held in the City of Oroville, may prepare a candidate’s statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than two hundred (200) words of the candidate’s education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in the office of the City Clerk at the same time that the candidate’s nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. No candidate will be permitted to include additional materials in the sample ballot package.

SECTION 3. The City Council hereby determines that a charge shall be levied against each candidate for that candidate’s statement sent to each voter pursuant to Elections Code Section 13307.

SECTION 4. The City Council hereby estimates that each candidate’s pro rata share of the total cost of printing, handling, translating, and mailing said candidate statements to be the sum of Three Hundred (\$300.00) Dollars.

SECTION 5. The City Council hereby requires each candidate running for office in a City of Oroville municipal or special election to pay in advance to the City his/her estimated pro rata share as a condition of having his/her candidate’s statement included in the voters’ pamphlet. In the event of under payment, the City Clerk shall require the candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall pro rate the excess amount among the candidates and refund the excess amount paid within thirty (30) days of the date receipt of the election bill from County of Butte.

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SECTION 6. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 7, 2022, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED AS TO FORM:

Chuck Reynolds, Mayor

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

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

**RE: 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT
APPLICATION**

DATE: JUNE 7, 2022

SUMMARY

The Council will approve the submittal of 2021-22 Community Development Block Grant (CDBG) Application and provide direction to staff indicating the proposed activities to be submitted to State.

DISCUSSION

On April 19, 2022, the State CDBG Department released CDBG Notice of Funding Availability (NOFA) to State CDBG non-entitlement cities and counties. There were changes in this NOFA relating to both the application process and required documentation. The Housing and Community Development Program applications are due June 21, 2022, the economic Development Project and Programs are due July 18th, and Community Development Over-the Counter (OTC) Projects are not being accepted this funding cycle.

On May 17, 2022, staff conducted a public hearing to review the changes to the 2022-23 NOFA, receive public comments, and outline applications maximum funding limits and eligible activities. Due to the 50% expenditure rule, City is unable to apply for Public Service activities, youth services, domestic violence services. Additionally, the City cannot apply for Homeownership assistance, Housing Rehabilitation or planning applications funding because current grant funds are not more than 50% expended.

On May 31, 2022, Business Assistance and Housing Development staff conducted a public meeting to receive input from the community on the CDBG 2021-22 Grant application.

City staff is recommending an application to fund a public service, Neighborhood Clean-up project in the amount of \$500,000. This project will be implemented as part of the current Code Enforcement program. Eligible expenses include funding to pay Code Enforcement Officers to organize clean-up campaigns and graffiti removal, contract with a non-profit service provider to provide clean-up services, rental of dumpsters, purchase of supplies for clean-up.

Total Application funding requests is \$500,000. Activity amount includes general administration of seven percent (7%).

Activity: \$465,000.00

General Administration: \$35,000.00

Additionally, staff is requesting that the City supplement this application with \$135,000 from the general fund in order to fund the program at \$200,000 per year.

FISCAL IMPACT

There is no impact to the General Fund. If the grant is awarded, staff will bring the standard agreement and budget to council.

RECOMMENDATION

Adopt Resolution No. 9057 - A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION FROM A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-22 FUNDING YEAR OF THE STATE CDBG PROGRAM

ATTACHMENTS

Resolution No. 9057

Resolution of the Governing Body

RESOLUTION NO.9057

A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2021-2022 FUNDING YEAR OF THE STATE CDBG PROGRAM

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

SECTION 1:

The City Council has reviewed and hereby approves the submission to the State of California of one application, in the aggregate amount, not to exceed, of \$500,000 for the following CDBG activity, pursuant to the April 2022 CDBG NOFA:

List activities and amounts (*activity totals should include Activity Delivery dollars and General Administration associated with the activity*)

Activity	Dollar Amount Being Requested for the Activity
Neighborhood Cleanups	\$500,000 (\$465,000 Activity, \$35,000 General Administration)

SECTION 2:

The City does not plan on using any CDBG program Income for this activity.

SECTION 3:

The City acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The City hereby authorizes and directs the City Administrator, or designee*, to execute and deliver all applications and act on the City's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the City Administrator, or designee*, is authorized to enter into, execute and deliver the grant agreement (*i.e.*, Standard Agreement) and any and

all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the City Administrator, or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **City Council** of the **City of Oroville** held on June 7, 2022, by the following vote:

Instruction: Fill in all four vote-count fields below. If none, indicate "0" for that field.

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

Chuck Reynolds, Mayor
City Council

STATE OF CALIFORNIA
City of Oroville

I, Jackie Glover, Assistant City Clerk of the City of Oroville, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 7th day of June,2022.

By: _____
Jackie Glover, Assistant City Clerk

Note: The attesting officer cannot be the person identified in the Resolution as the authorized signer.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

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

**RE: SUB-RECIPIENT AGREEMENT WITH THE OROVILLE HOPE CENTER-
CITY WORKS PROGRAM FOR COMMUNITY DEVELOPMENT BLOCK
NEIGHBORHOOD CLEANUP PROGRAM**

DATE: JUNE 7, 2022

SUMMARY

The Council may consider Sub-Recipient Agreements with The Oroville Hope Center-City Works for a Neighborhood Cleanup Program through the 2021 Community Development Block Grant NOFA.

DISCUSSION

On May 17, 2022, the City Council directed staff to submit a 2021 State Community Development Block Application with a funding request in the amount of \$500,000 for a Neighborhood Clean-up Program. This program will allow City to identify and pay for the cleanup of blighted properties and graffiti.

The program will partner City's Code Enforcement and several non-profit service providers who will operate under the Oroville Hope Center-City Works program to provide labor. Additionally, the program will provide for the rental of dumpsters and other supplies necessary for neighborhood cleanup.

In order to demonstrate "readiness", the CDBG Program requires an executed Sub-Recipient Agreement between the City and the Public Service entity. Therefore, staff is requesting that City Council approve Sub-Recipient Agreements with the Oroville Hope Center-City Works Program. If the City is not awarded CDBG funds for this activity, the sub-recipient agreements will be cancelled.

FISCAL IMPACT

The budget for the public service will be established when the Grant Agreement is awarded.

RECOMMENDATION

Adopt Resolution No. 9056 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT IN THE AMOUNT OF \$600,000, BETWEEN THE CITY OF OROVILLE AND THE OROVILLE HOPE CENTER-CITY WORKS PROGRAM FOR NEIGHBORHOOD CLEAN UP, FOR A PERIOD TO COINCIDE WITH THE 21-22 CDBG GRANT AWARD - (Agreement No. 3417).

ATTACHMENTS

Resolution No. 9056
Agreement No. 3417

**CITY OF OROVILLE
RESOLUTION NO. 9056**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A SUB-RECIPIENT AGREEMENT IN THE AMOUNT OF \$600,000, BETWEEN THE CITY OF OROVILLE AND THE OROVILLE HOPE CENTER-CITY WORKS PROGRAM FOR NEIGHBORHOOD CLEAN UP, FOR A PERIOD TO COINCIDE WITH THE 21-22 CDBG GRANT AWARD.

(Agreement No. 3417)

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

1. The Mayor is authorized and directed to execute a Sub-Recipient Agreement between the City of Oroville and The Oroville Hope Center-City Works program for \$600,000 to fund a Neighborhood Cleanup Program for, City of Oroville residents. A copy of the Agreement is attached hereto as Exhibit "A"; and
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 June 7, 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

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN CITY OF OROVILLE AND THE OROVILLE HOPE CENTER, CITY WORKS FOR NEIGHBORHOOD CLEANUP PROGRAM

THIS AGREEMENT, entered this 7th day of June 2022 by and between the City of Oroville (herein called the “Grantee”) and THE OROVILLE HOPE CENTER-City Works (herein called the “Sub-recipient”).

WHEREAS, the Grantee has applied for and received funds from the 2021-22 State of California, Department of Housing and Community Development, State Community Development Block Grant Program (“the Department”) originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Sub-recipient to assist the Grantee in utilizing such funds for its 2021-22 Community Development Block Grant (CDBG) Allocation, Public Service activity;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

The Sub-recipient will be responsible for administering CDBG Public Service activity-Neighborhood Cleanups in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program. Oversight of the projects shall be performed by the City of Oroville or designee. City of Oroville or designee reserves the right to dismiss any work crewmember for non-performance:

Program Delivery

Neighborhood Cleanup:

Task #1: Assist the City with the identification of blighted properties and/or graffiti.

Task #2: Identify and implement a process for which a team of labors will react to cleanup request by the City’s Code Enforcement Department

Task #3: Provide tools, garbage bags and transportation for the participants performing the work.

Task #4: Provide a detailed list of work completed, with before and after photos at the end of day, daily.

Task #5: All junk, trash, debris, or vegetation shall be transported and processed through Recology-2720 S. 5th Ave, Oroville CA

Task #6: City Works is responsible and liable for the actions of the crews under it's direction. All work performed, which is not under the direction of the City of Oroville is not authorized.

Task #7: Identify and report any problems other than litter (i.e., abandoned vehicles, large junk, trash or debris dumps that cannot be removed by hand; high weeds; graffiti on billboards; neighborhood fences; fenced alley ways; parks or residential structures; any structure located in the low-mod areas.

Task #8: Arrange and assist with the removal operations of debris piles with job site supervisor who will provide a refuse truck.

Task #9: Sweep and rake all sidewalks and curb areas surrounding property to remove any fine debris, cigarette butts, etc.

Task #10: Replace wood chips in depressed areas leveling as close to top surface as possible (City of Oroville will provide wood chips)

Task #11: Invoice the City on a quarterly basis, at a minimum. Provide details regarding work performed, how many properties cleaned up, before and after photos, and how many individuals employed.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low-and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Sub-recipient certifies that the activities carried out under this Agreement will meet the National Objective to benefit low-and moderate-income persons. The National Objective will be met because the City of Oroville has a low-mod area percentage of 55%.

C. Performance Monitoring

The Grantee will monitor the performance of the Sub-recipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Sub-recipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Sub-recipient shall start on the 7th day of June, 2022 and end on 36 months after the award notification of the grant agreement. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Sub-recipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

The following is a 3-year budget.

Expense Category	Total Budget	CDBG Funded	Local Funds
Salaries	492,000	357,000	135,000
Dumpster rental fees	58,000	58,000	
Supplies	50,000	50,000	
TOTALS	600,000	465,000	135,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Sub-recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Sub-recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$600,000. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of the Sub-recipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representative.

Grantee

City of Oroville
 Attn: BAHD
 1735 Montgomery St.
 Oroville, CA 95965

Subrecipient

The Oroville Hope Center
 Attn: Josh Jamison
 1437 Myers St.
 Oroville CA 95965

VI. SPECIAL CONDITIONS

None.

VII. GENERAL CONDITIONS**A. General Compliance**

The Sub-recipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Sub-recipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Sub-recipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Sub-recipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Sub-recipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Sub-recipient is an independent contractor.

C. Hold Harmless

The Sub-recipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Sub-recipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Sub-recipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Sub-recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Sub-recipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Grantee Recognition

The Sub-recipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Sub-recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Sub-recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Sub-recipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Sub-recipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Sub-recipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Sub-recipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Sub-recipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Sub-recipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Sub-recipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Sub-recipient shall administer its program in conformance with OMB Circulars A-122, “Cost Principles for Non-Profit Organizations,” or A-21, “Cost Principles for Educational Institutions,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken;
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

Disclosure

The Sub-recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited by the [insert applicable State or Federal law] unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

4. Closeouts

The Sub-recipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

5. Audits & Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-

recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning sub-recipient audits and OMB Circular A-133.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. A copy of each report shall be provided by the Sub-recipient to the Grantee in a timely fashion. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. Payment Procedures

The Grantee will pay to the Sub-recipient funds available under this Agreement based upon information submitted by the Sub-recipient and consistent with any approved budget and Grantee policy concerning payments., payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Sub-recipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Sub-recipient.

4. Progress Reports

The Sub-recipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

5. State CDBG Report(s)

The Sub-recipient shall submit any required status reports to the State. A copy of each report shall be provided by the Sub-recipient to the Grantee in a timely fashion.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. Travel

The Sub-recipient shall obtain written approval from the Grantee for any travel outside the Town's municipal boundary with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Sub-recipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Sub-recipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Sub-recipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Sub-recipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Sub-recipient may retain real property acquired or improved under this Agreement after the

expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Sub-recipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Sub-recipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Sub-recipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement. The 504 Coordinator is designated as Matt Thompson, City of Oroville Engineer.

B. Affirmative Action

1. Approved Plan

The Sub-recipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program, including marketing, in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Sub-recipient to assist in the formulation of such program. The Sub-recipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on

written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Sub-recipient shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Sub-recipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained in Attachment A.

6. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-recipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended,

the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

- a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Sub-recipient and any of the Sub-recipient’s sub-recipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD 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). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications: The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts: The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any

subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

- a) Approvals: The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.
- b) Monitoring: The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) Content: The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) Selection Process: The Sub-recipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Sub-recipient, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards

at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-recipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; and
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance

Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

E. NEPA Compliance

The Sub-recipient shall prepare the required National Environmental Policy Act (NEPA) documentation consistent with 42 USC 4321-4347 and the implementing regulations at 24 CFR 50 and 58. The Sub-recipient shall provide the required NEPA documentation to the State and the original documentation to the Grantee.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Sub-recipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Sub-recipient with respect to this Agreement.

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

City of Oroville:

Catalyst Domestic Violence

By _____
Chuck Reynolds, Mayor

By _____
Josh Jamison, CEO The Oroville hope Center

Approved as to Form:

Attest:

By _____
Scott E. Huber, City Attorney

By _____
Bill LaGrone, City Administrator



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL

FROM: AMY BERGSTRAND, DIRECTOR BUSINESS ASSISTANCE/HOUSING DEVELOPMENT

RE: FORECLOSURE OF 14 WESTWOOD WAY

DATE: JUNE 7, 2022

SUMMARY

The City Council may consider the foreclosure on property located at 14 Westwood Way, Oroville (APN 068-190-026). It was determined to be financially feasible for the City to cure its interest by paying off the underlying first mortgage loan.

DISCUSSION

Staff received a Notice of Default in April 2022 from the primary lender, Carrington Mortgage. Currently, staff is seeking authorization from the Council to take action by paying off the primary mortgage on 14 Westwood Way and initiating foreclosure on the property where the borrower obtained a loan through the City of Oroville’s First Time Home Buyer Program.

Address	Amount Due to Primary Lender	Amount of City Loan	Total Loans	Value Based on Comparable
14 Westwood Way	\$91,535.08 through 6/1/2022 \$280.99 per month will be added.	\$48,250.00 plus 3% interest \$15,902.67 (approx.)	\$155,687.75 (approx.)	\$353,922.00

FISCAL IMPACT

There is no general fund impact. Approximately \$97,000.00 will be needed to cure the default, including foreclosure fees from Fund 221, budget unit 7011, account number 6360, project code 1418910. There is a current available balance of \$ \$3,465,000.00

RECOMMENDATION

Authorize the foreclosure of City's loan interest on the property located at 14 Westwood Way, Oroville CA (APN 068-190-026) by approving Resolution No. 9055.

ATTACHMENTS

Resolution 9055

**CITY OF OROVILLE
RESOLUTION NO. 9055**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ALL DOCUMENTS AND ANY AMENDMENTS THERETO NECESSARY TO INITIATE AND COMPLETE FORECLOSURE PROCEEDINGS ON REAL PROPERTY LOCATED AT 14 WESTWOOD WAY, OROVILLE, CALIFORNIA

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

Section 1. The Mayor is hereby authorized and directed to execute all documents and any amendments thereto necessary to initiate and complete foreclosure proceedings on 14 WESTWOOD WAY, Oroville, California; and

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 at a regular meeting on June 7, 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 AND CITY COUNCIL MEMBERS

**FROM: TYSON PARDEE, MANAGER
INFORMATION TECHNOLOGY DIVISION**

**RE: AGREEMENT FOR AS NEEDED PROFESSIONAL IT SERVICES WITH
STRATTI**

DATE: JUNE 7, 2022

SUMMARY

The Council may consider authorizing the Mayor to execute an agreement for as needed professional IT services with Stratti.

DISCUSSION

The City has requested a proposal from Stratti, a qualified professional IT services firm, to provide professional IT services to support the City’s IT Manager.

The City’s IT department has lost two of it’s three employees and is having an issue filling these positions. The need for further assistance is immediate.

The contract shall be “as needed” and may be terminated at the sole discretion of the City. The contracts will allow the City to issue task orders to the consultant. Each task order shall define the exact scope of work for each project and what services the selected consultant shall provide.

At this time staff is recommending Stratti. This firm is from Chico and is known by staff to do quality work. This firm is also certified to work within a Police Department.

FISCAL IMPACT

Funding is available from salary savings in the IT budget.

RECOMMENDATION

Authorize the Mayor to contract with Stratti for as needed professional IT services.

ATTACHMENTS

2022 Gold CoOPD_Support_Agreement



Gold – Elite Protection Services

The management of information services is a complex endeavor requiring the integration of an IT strategy with the overall business objectives of the organization. Far too often, IT budget spending fails to deliver the return on investment promised. Whether you are managing IT for cost reduction or competitive advantage, a defined strategy for IT is paramount in delivering value to the organization. A Stratti engagement for your organization is a custom experience tailored to the needs of your executives and organizational goals. Your dedicated Stratti Strategic Partner will work with you to customize an engagement within your budget that measurably improves your organization's operations. Stratti offers a portfolio of services to supplement a strategic engagement ensuring recommendations are implemented effectively.

Strategic Planning & Technology Roadmap Design – We bring expertise, through leadership and planning, to align your organization's goals and IT strategy. Tools such as technology roadmaps and strategic plans show measurable metrics such as a reduction in IT spending or creating competitive advantages.

Business Continuity Planning – The Business Continuity Planning component identifies an organization's exposure to internal and external threats and synthesizes hard and soft assets to provide effective prevention and recovery for the organization, while maintaining a competitive advantage and value system integrity.

IT Budget Development and Management – Stratti will develop and manage a budget that respects the current needs of the organization while balancing spending on future improvements.

Vendor Sourcing and Management – Stratti incorporates a holistic approach to vendor sourcing, selection, and management to optimize productivity and financial value from third party relationships.

Contract Negotiations and Management – Stratti utilizes our experience in software and hardware contract negotiations to ensure maximum value from your technology vendors and partners.

IT Department Service Level Agreement (SLA) Development and Management – Service-level agreements using standards from the Information Technology Information Library (ITIL) guide are implemented to clarify responsibilities and manage expectations and performance.

IT Department Staff Performance Management and Skill Development – Stratti provides IT department management for oversight of existing IT staff, optimizing resources, and providing accountability.

Internal and External Organization Stakeholder Engagement – Stratti acts as a focal point for managing relationships from the IT organization to senior-level management plus public engagement, if required.

IT Policy Development & Review – A governance mechanism, to ensure department and program goals are met, developed, and maintained. Common uses include security practices and procedures, and third party compliance review.

Name and Address of Client:
City of Oroville Police Department
2055 Lincoln Street
Oroville, CA 95966

Stratti and the Customer agree that the following terms and conditions will apply to any Customer order accepted by Stratti to provide support service for Computer Equipment and/or Machine(s) as used herein refers to machines and/or their features, model conversions, and machine elements.

1. Terms of Agreement:

This Agreement is effective from the date on which it is accepted by the Customer and shall remain in force for a term of one (1) year and is the Customer's responsibility to review monthly billing to address any necessary adjustments or modifications, or until terminated by the Customer or Stratti. Should adjustments or modifications be required that affect the monthly Server or Workstation fees, these will be submitted in writing to Stratti and will take effect on the next billing cycle. The Agreement automatically renews each subsequent year beginning on the day immediately following the end of the Initial term. After one (1) year, either party may give a thirty (30) days prior notice of its intent not to renew this Agreement.

2. Support Service:

Support consists of software, hardware, information, and network services (the "Service") provided by Stratti, ("Stratti"). The Customer agrees to provide a suitable environment for the Machines as specified by Stratti, and to provide full, free, and safe access to the Machines to provide support service. The Customer is responsible to implement appropriate safeguards for the Customer's data.

3. Minimum Standards Required for Service:

In order for the Clients existing environment to qualify for Stratti's Managed Services, the following requirements must be met:

- 3.1** All **Microsoft** servers with Microsoft Windows Operating Systems should be currently supported by Microsoft and not on Microsoft support "End of Life" or "End of Support" listings. They must also have all of the latest Microsoft Service Packs and Critical Updates installed.
- 3.2** All Desktop PCs and Notebooks/Laptops with Microsoft Windows Operating Systems should be supported by Microsoft and not on Microsoft support "End of Life" or "End of Support" listings. They must also have all of the latest Microsoft Service Packs and Critical Updates installed.
- 3.3** All Server and Desktop Software must be Genuine, Licensed, and Vendor-supported.
- 3.5** The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution.
- 3.6** The environment must have currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- 3.7** Any wireless data traffic in the environment should be secured with a minimum of 128-bit data encryption.

4. Periods of Business Hours Service:

The Standard Period of Business Hours Service is from 7:00 a.m. to 5:00 p.m. PST, Monday through Friday, unless otherwise designated by Stratti in the Rate Schedule. Additional off-hour requested maintenance and support is considered Overtime and billed accordingly.

5. Billing and Payment:

- a) **Billing** - Customer may elect one of the following billing options when beginning contractual Services.
 - 1) **Monthly Dynamic**. Customer will pay for the Services on a monthly basis. Stratti will bill the Customer: (i) Fees based upon monitored the Customer's Servers and workstations during the preceding month; and (ii) monthly contract base and other services in arrears for its use of the Services. Stratti will provide the Customer with the monthly rate for the Services when the Customer orders the Services and will use this rate to calculate the Fees for that month. Customer may pay for the Services using the payment options listed below.
 - 2) **Annual Plan**. If the Customer selects this option, the Customer will be committed to purchasing the Services from Stratti for the full annual term, and in exchange will receive a discount on the Services which will be reflected in the Customer's monthly payment. Stratti will still bill the Customer monthly in arrears for its use of the Services when the Customer has an annual commitment for the Services with Stratti. Customer may pay for the Services using the payment options listed below.
- b) **Payment** - All payments due are in U.S. dollars unless otherwise indicated on the Order Page or invoice.
 - 1) **Payment Method** - All payments will be made by ACH initiated by Stratti on the invoice due date.
 - 2) **Invoice Due Dates** - Agreement invoices are due on the 15th of the month. Invoices for projects, hourly services, and purchases are due 21 days after the invoice date.
 - 3) **Returned Payments** - The Customer agrees to pay a \$25 return fee for all returned payments and agrees to repay Stratti for the original amount immediately.

6. Delinquent Payments:

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Stratti in collecting such delinquent amounts, except where such delinquent amounts are due to Stratti's billing inaccuracies

7. Liability:

In no event shall Stratti be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Stratti in advance or could have been reasonably foreseen by Stratti. The parties agree that all liability to the Customer shall be limited to an amount equal to payments made to Stratti during the period under dispute as liquidated damages and Stratti shall be relieved of further liability under this agreement. However, this limitation of liability shall not apply where the damages incurred are the result of the gross negligence or intentional tortious conduct of Stratti.

8. Changes:

Stratti billing will reflect the Customer equipment added to or removed from the service offering and include appropriate change fees as attached in Fees Exhibit. All revisions will be authorized by the Customer and revised billing will begin in the month following changes. This Agreement can only be modified by persons authorized to sign agreements on behalf of the Customer and Stratti.

9. Arbitration of Disputes:

- a) Any controversy between the parties involving the construction, application, or performance of any of the terms, provisions, or conditions of this agreement shall, on the written request of either party served on the other, be submitted to binding arbitration, with the following exceptions:

- 1) If the matter is justiciable in small claims court, then the dispute shall be resolved through that court without referral to arbitration.
- b) Arbitration shall comply with and be governed by provisions of the California Arbitration Act, Section 1280 et.seq. of the California Code of Civil Procedure.
- c) Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator. If they are unable to agree on a single arbitrator, each party shall appoint an arbitrator and the arbitrators shall select a third impartial arbitrator. The appointment of all arbitrators should be completed within ten (10) days of receipt of notice and the matter set for hearing within twenty (20) days thereafter. The decision of a majority of the arbitrators after close of the hearing shall be final and conclusive upon the parties.
- d) The parties agree to attempt to expedite the arbitration proceedings such that the matter can be arbitrated within thirty (30) days of service of notice of intent to arbitrate.
- e) The cost of arbitration, including the parties' attorney's fees, shall be borne in such proportions as the arbitrator decides is just and reasonable.

10. No Hire Clause:

Buyer and Seller agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional twelve (12) months following this period, neither Buyer nor the Seller will actively recruit or solicit permanent employees of either company, who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not an attempt to avoid the intent of the above restriction.

11. Severability:

If one or more paragraphs in this agreement is found to be unenforceable or invalid, the Customer and Stratti's agreement on all other paragraphs shall remain valid.

12. Assignment:

This Agreement is not assignable without the prior written consent of Stratti. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void.

THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE CUSTOMER AGREES THAT THIS AGREEMENT, AND SUPPLEMENTS REFERENCING THIS AGREEMENT, WILL BE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, SUPERSEDING ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Initial: _____

Rate Schedule: System and Network Support

Training and Support Services	Qty	Cost	Yearly
Stratti Team will consist of a minimum of 2 technicians	1	\$2,000	\$2,000
Stratti Team will maintain CJIS Security Advanced training and Certification			
Stratti Team will maintain DOJ Clearance			
Stratti Team will work with Oroville PD Staff/IT Manager to:			
Receive Annual training of Network Infrastructure			
Review and document software and system architectures employed by Oroville PD			
Review and document additional network topologies			
Review and document required policies and procedures relating to IT support			
Establish communication procedure in the event of needed support			
Install and maintain a single RMM tool for emergency access			
Stratti Team will work with Oroville Staff/IT Manager to: (Semi-Annual)	1	\$300	\$300
Receive new training of Network Infrastructure			
Review and document architecture change			
Review and document additional new network topology changes			
Review required policies and procedures relating to IT support			
Review communication procedure in the event of needed support			
Provide 24 hour, 7 days per week backup support for IT Manager			
Have minimum of one Stratti Team available when IT Manager is unavailable			
We require at least 2 weeks' notice for planned absences of the IT Manager			
Stratti will provide a SLA of 30 minute response during planned support			
Billing			
Standard billing rates would apply for any on-call service requested.			
Current billing rates are:			
Business hour telephone/remote support \$125/hour (1/2 hour minimum)			
Business hours On-site 7AM to 5PM support \$125/hour (1/2 hour minimum)			
Evenings and weekend support \$175/hour (1 hour minimum)			
Total Annual Charge			\$2,300

Accepted By:

Stratti

By _____
Authorized Signature

Customer

By _____
Authorized Signature

Brent Largent President

Name and Title (Type or Print) Date

Name and Title (Type or Print) Date





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: SR 162 ATP PROJECT – RIGHT OF WAY NEGOTIATION AND APPRAISAL OFFERS TO SUPPORT THE PROJECT CONSTRUCTION

DATE: JUNE 7, 2022

SUMMARY

The Council will consider approving staff to begin negotiations with twelve property owners to offer just compensation for the acquisition of additional right-of-way along SR 162 to support the construction of sidewalk connectivity and mobility improvements as required by the SR 162 ATP Grant.

DISCUSSION

Initial property owner contact and land valuation has already occurred as authorized previously. Draft offer letters, waiver valuations, and appraisal reports have been completed by the consultant right-of-way agent. Staff and consultants are ready to re-contact the property owners with the appraisals and offer letters and ready to begin negotiation to cure impacts to the properties for the loss of frontage parking spaces and signage relocations.

Acquisition of additional right-of-way is necessary to complete the project improvements. The current valuation of right-of-way purchase is \$150,000 with contingencies.

City Council approved the direction of the project to purchase the additional right-of-way at the April 6, 2021, City Council Meeting. The conceptual level cost estimate for right-of-way at that time was \$400,000. It is anticipated that the right-of-way cost and cost to cure impacts will be under the original \$400,000 estimate. The City will fund this portion of the project and the costs are not reimbursable by the project grant.

It is important to note that additional costs to cure impacts to the properties will also have to be paid as part of the right-of-way acquisition. Those costs will also be negotiated with the property owners. Typically, the work will involve the design cost and construction cost of parking lot reconfiguration and re-striping, sign removals/relocations, and driveway improvements to allow for the construction of the new sidewalk and associated drainage changes.

Once negotiations are complete, each of the right-of-way acquisitions will be brought back to City Council for approval of payment. It is anticipated that the packages will also include costs for curing project impacts as well as the right-of-way costs at that time.

The acquired right-of-way will be granted to Caltrans at the completion of the project and the City and Caltrans will share maintenance responsibilities according to the existing maintenance agreement.

FISCAL IMPACT

\$150,000 from the Local Transportation Fund.

RECOMMENDATION

Staff recommends approving the project team to contact the property owners with offers for right-of-way acquisition.

ATTACHMENTS

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: DAWN NEVERS, DEPUTY COMMUNITY DEVELOPMENT DIRECTOR

RE: SR 162 ATP PROJECT – RIGHT OF WAY NEGOTIATION AND APPRAISAL OFFERS TO SUPPORT THE PROJECT CONSTRUCTION

DATE: JUNE 7, 2022

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The acquired right-of-way will be granted to Caltrans at the completion of the project and the City and Caltrans will share maintenance responsibilities according to the existing maintenance agreement.

FISCAL IMPACT

\$150,000 from the Local Transportation Fund.

RECOMMENDATION

Staff recommends approving the project team to contact the property owners with offers for right-of-way acquisition.

ATTACHMENTS

None.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

**FROM: DAWN NEVERS, ASST. COMMUNITY DEVELOPMENT DIRECTOR
CONNOR MUSLER, ASSISTANT PLANNER**

**RE: SECOND READING OF ZONING CODE AMENDMENT ZC21-06,
PROPOSED REVISION OF OROVILLE MUNICIPAL CODE
SECTION 17.12.020 RELATING TO FENCE, WALLS AND
SCREENING STANDARDS**

DATE: JUNE 7, 2022

SUMMARY

The Council will consider amending OMC Section 17.12.020 relating to the City's regulations of fences, walls and screening pertaining to maximum allowed heights, placement, and other changes necessary to protect the general health, safety, and public welfare of the city.

DISCUSSION

The City's current Fence, Walls and Screening regulations, found in Oroville Municipal Code (OMC) Section 17.12.020, outlines the requirements for the placement, height, and design of fences within the City's zoning districts. When reviewing this code section, staff realized that there were inconsistencies with other sections of the municipal code; necessary changes to protect the general health, safety, and public welfare of the city; and room to provide greater clarity on fence placement and height.

The City Council conducted a public hearing on April 19, 2022, and after public comment and discussion, the consensus of the Council was to return to the Planning Commission for further discussion on the proposed changes.

Staff conducted additional research on fence regulations throughout Butte County and the State before returning to the Planning Commission on April 28, 2022, with a presentation and further discussion with the Commission. After much discussion, the consensus of the Planning Commission was that the proposed ordinance adequately balanced public rights of the community and private rights of property owners and was in-line with regulations commonplace in other

jurisdictions. The height limitations within the front yards of residences are standard regulations found in all neighboring Butte County jurisdictions and throughout the State. In addition, the commissioners felt that the changes were necessary to help achieve the long-term vision for Oroville as outlined in the 2030 General Plan. The Planning Commission voted 5-0, with 1 absent, to return to the City Council without further changes to the proposed ordinance and a to give a presentation.

On May 17, 2022, the City Council conducted a public hearing and approved the first reading of Ordinance No. 1860.

Some key changes to note include:

Removed Inconsistencies with the Adopted Building Code: The City's building code allows fences up to 7 feet in height without a building permit. Anything constructed in excess of 7 feet requires an applicant to apply for and receive a building permit. However, the City's fence ordinance states that the height of any fence or wall in residential districts shall not exceed 6 feet and in public areas anything over 6 feet is subject to development review. In order to maintain consistency with our adopted building code, staff have made 7 feet the maximum allowed height for fences without a building permit

Changes for Public Safety: The City's fence ordinance as adopted allows a solid fence up to 6 feet tall in the front yard, provided that it is set back at least 5 feet from the property line and the setback area landscaped. This type of fencing in the front yard is discouraged by the City's adopted Design Guidelines, which can result in properties being surrounded by a tall solid fence. Properties surrounded by tall solid fencing creates a potential public safety issue for first responders who cannot see who or what may be behind the fence or a clear way to access the property.

To address this, staff revised the maximum allowed height in the front setback area to be 42 inches (3.5 ft). If a property owner wishes to construct a fence over 42 inches, the fence must be constructed outside of the required front yard setback specific to the underlying zoning district, or at the point equal to the primary building's front façade, whichever is less. At the October 28, 2021 Planning Commission meeting, the Commission recommended that the maximum allowed height anywhere in the front yard of a property within the Downtown Historic Overlay (DH-O) be 42 inches. This change is highlighted in red in the draft code.

Fence Placement and Height: The fence ordinance can be difficult to understand for some due to the various height, placement, and design restrictions associated with fencing. To provide greater clarity to homeowners, developers, and other individuals, staff have included a maximum height table in the new code and created a fence placement diagram detailing standard scenarios of where fences can and cannot be placed.

On October 28, 2021, the Planning Commission conducted a public hearing to consider the proposed amendments and adopted Resolution P2021-19 to recommend to City Council adoption of the proposed Ordinance. Following the October 28, 2021 Planning Commission meeting, staff returned to the Planning Commission on January 27, 2022 to again discuss the draft changes to the fence ordinance. At that meeting, the Commission discussed further changes to the code relating to fences within the sight distance area and the review authority for fences around historic areas, parks, and museums. The changes proposed following the January 27, 2022 meeting are highlighted in green in the draft code and detailed as follows.

Sight Distance Area: The sight distance area is the area at the corner of intersections that has been determined within the City's adopted engineering standards as necessary to remain free and clear of obstructions so as to not obstruct the view of drivers, pedestrians, and cyclists at intersections. The City's current fence ordinance allows fences within the sight distance area, provided that they do not exceed 30 inches (2.5 ft) in height. At the January 27, 2022 Planning Commission meeting, there was some discussion among commissioners about allowing an increased fence height within the sight distance area. Staff reviewed other jurisdictions regulations and found a wide variety of how fences are regulated within the sight distance area. Some cities prohibit any type of fence within the sight distance area, others allow fences up to 3 ft in height, some have a transparency requirement to maintain visibility, while others require a permit to construct fences within the sight distance area.

Based on Staff's research of other jurisdiction's regulations, the draft change would allow fences up to 42 inches within the sight distance area, provided that the fence is no more than 50% solid to maintain intersection visibility. A fence over 30 inches, to a maximum of 42 inches within the sight distance area will require the submittal of a development review permit for review administratively by the Planning Division to ensure that the transparency requirement is met and that the increased height will not create a danger to public health, safety, and general welfare.

Historic Areas, Parks, and Museums: Currently, city code requires any fence proposed for installation around public areas exceeding 6 feet to be subject to development review. The Commission discussed their desire to differentiate the review authority for public areas and sites considered to be historic or contain museums. The draft change would include the Planning Commission, acting as the Historic Advisory Commission, in the review process for fences exceeding 7 feet in height around historic areas, designated landmarks, museums, and parks within the DH-O. The Planning Commission's action shall only be advisory for fences requiring the approval of the City Council.

FISCAL IMPACT

None

RECOMMENDATION

Adopt Ordinance No. 1860 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.020 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO FENCES, WALLS, AND SCREENING STANDARDS.

ATTACHMENTS

1. Ordinance No. 1860
2. Draft Fence Ordinance
3. Presentation to City Council on May 17

**CITY OF OROVILLE
ORDINANCE NO. 1860**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING SECTION 17.12.020 OF THE ZONING CODE OF THE CITY OF OROVILLE RELATING TO FENCES, WALLS, AND SCREENING STANDARDS.

WHEREAS, the City of Oroville has prepared an Ordinance to amend Section 17.12.020 of the Oroville Municipal Code (OMC) relating to regulations of fences, walls, and screening; and

WHEREAS, the Oroville Planning Commission reviewed the proposed amendments at their regular meeting on October 28th, 2021, on January 27th, 2022, and again on April 28th, 2022 and recommends that the City Council adopt the proposed changes to Section 17.12.020; and

WHEREAS, the City Council finds and declares that the proposed modifications to the fence, walls and screening standards include changes necessary to protect the general health, safety, and public welfare of the city; and

WHEREAS, the proposed amendments are internally consistent with other applicable provisions of the Zoning Code, the 2030 General Plan, and the City's Design Guidelines; and

WHEREAS, adoption of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Title 14, California Code of Regulations, Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that enactment of the Ordinance alone has the potential to cause a significant effect on the environment.

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

SECTION 1: Findings.

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

Section 2: Amendment to Section 17.12.020 of the Oroville Municipal Code.

Oroville Zoning Code Section 17.12.020 is hereby amended to read as follows:

17.12.020 Fences, walls and screening

- A. **Applicability.** No fence shall hereafter be erected, constructed, altered or maintained except as provided by this section. The requirements of this section shall apply to all fences and walls in all districts, excluding the walls of any building, and shall apply regardless of the construction material used.

- B. **Sight Distance Area.** No fence shall obstruct the required sight distance area for an intersection as shown in Figure 17.12.020-1. Fences may be erected up to 42 inches in height within the sight distance area provided that the fence is an open fence that is no more than 50% solid. Fences over 30 inches in height, within the sight distance area shall require administrative review and approval by the Planning Division through a development review permit to confirm the open fence requirement is met and that the increased height does not create a danger to public health, safety, and general welfare.

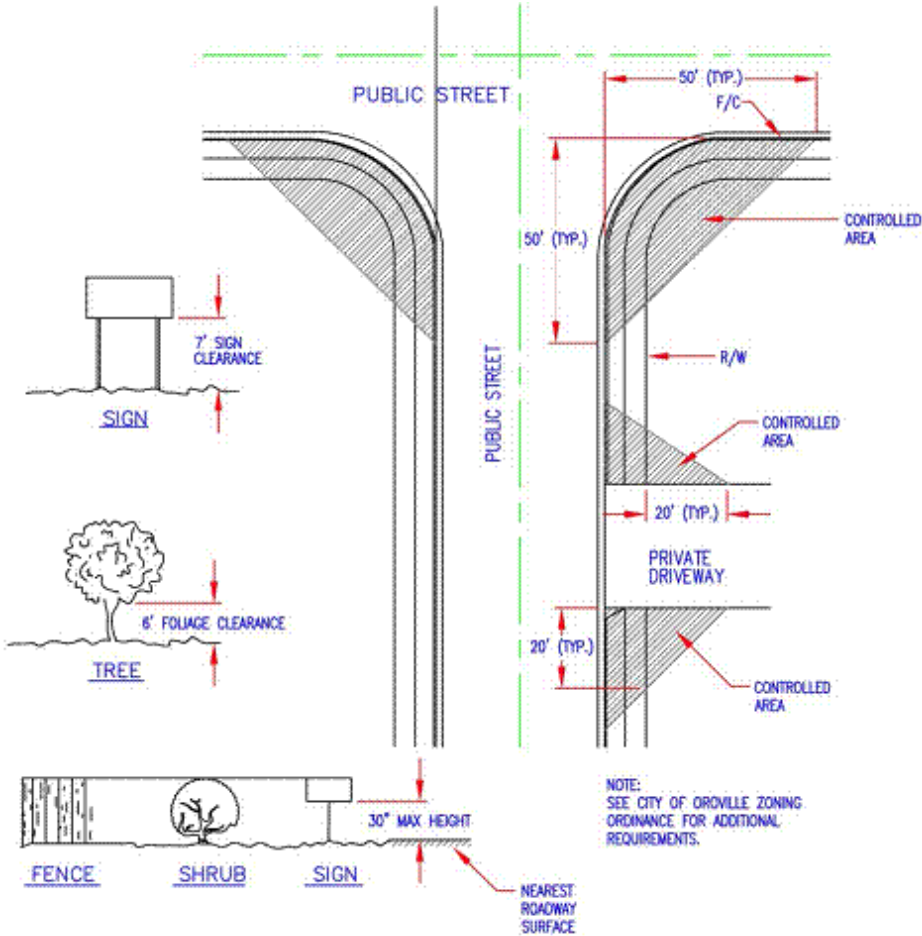


Figure 17.12.020-1: Sight Distance Area

Fence Opacity

Opacity (the degree to which light or views are blocked) is measured perpendicular to the fence for each fence section between supports.

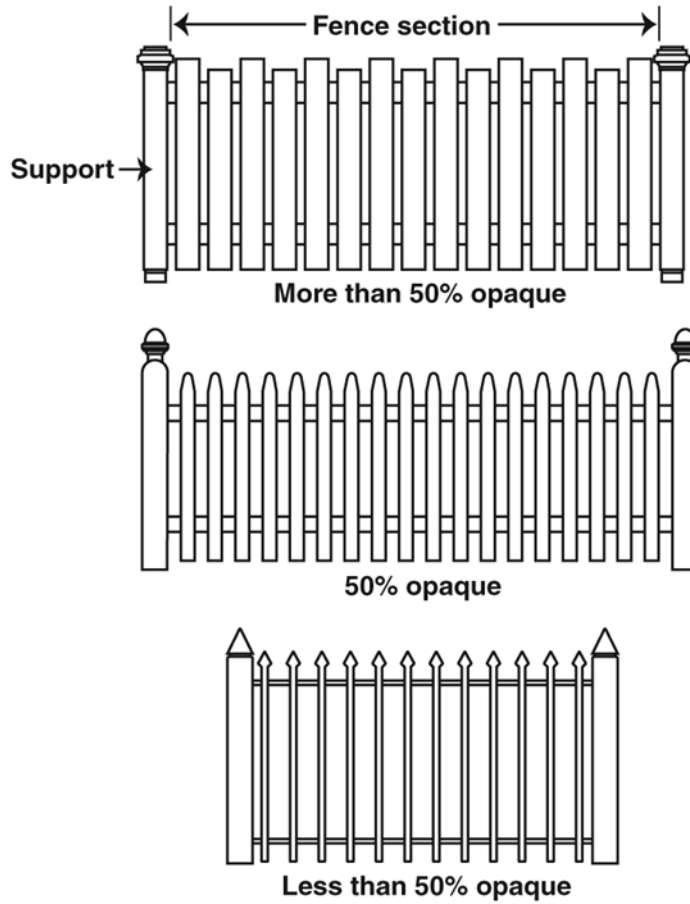


Figure 17.12.020-5: Fence Opacity

- C. **Fence Height Measurement.** Exceptions to the standards of this section may be granted by the Planning Commission if warranted for safeguarding the public health, safety and welfare.

1. The height of a fence at any point shall be measured from the base of the fence directly below that point. If a retaining wall is combined with a fence or wall, the combined height may reach a maximum height of 11 feet above grade (7 foot maximum fence with a 4 foot maximum retaining wall) along the streetside and rear property lines without a building permit, as shown in Figure 17.12.020-2.

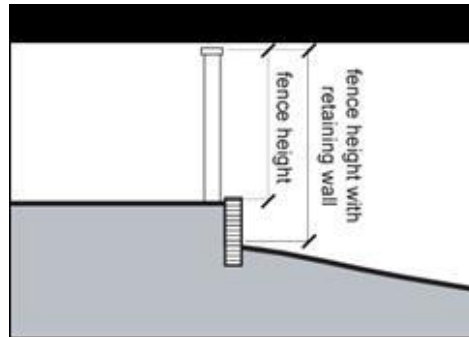


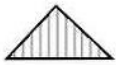
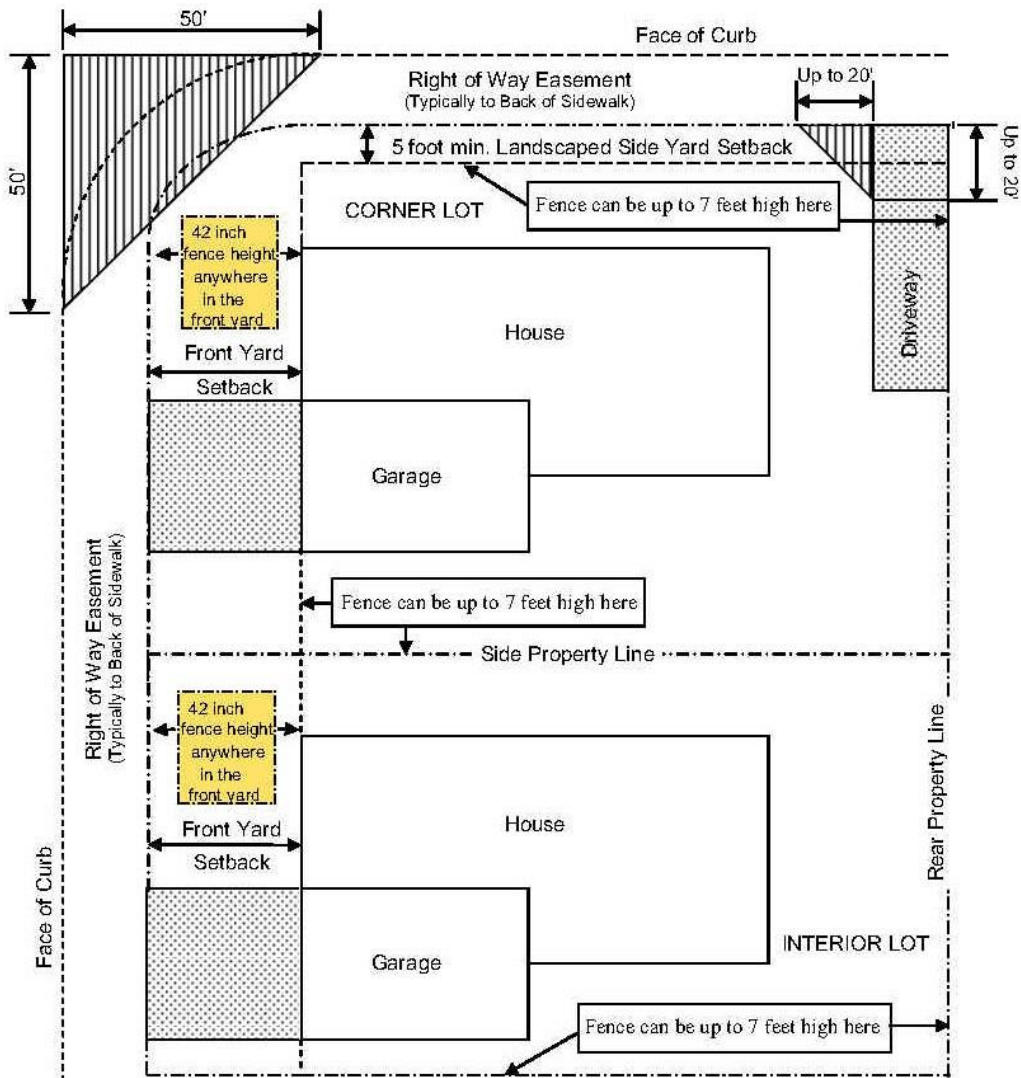
Figure 17.12.020-2: Fence Height Measurement

- D. **Public Areas.** Fences that enclose school grounds, public playgrounds and parks, tennis courts, public swimming pools, museums, or other public areas may be erected to a height in excess of 7 feet, subject to development review.
 1. **Historic Areas, Designated Landmarks, Museums, and Parks within the DH-O.** Fences that enclose parks and museums within the DH-O, designated landmarks, and other designated historic sites may be erected to a height in excess of 7 feet subject to design and material review by the Planning Commission acting as the Historic Advisory Commission. If the fence requires approval of the City Council, the Planning Commission's action shall only be advisory.
- E. **Swimming Pools.** Fencing shall be provided around all swimming pools, spas and similar areas, in accordance with the requirements of the city building code.
- F. **Nonresidential development.** Any nonresidential development shall meet the following fencing requirements:
 1. The site shall include a solid fence or decorative masonry wall along each property line abutting a residential district. The fence shall be between 6 and 7 feet tall
 2. Where a street separates the site from a property that is in a residential district, the site shall include one of the following along the property line that faces the street:
 - a. A solid fence or decorative masonry wall, between 6 and 7 feet tall, that is located behind any required planting area, and that has a decorative

- architectural treatment on any side facing a street, parking lot or adjoining residential district; or
- b. A planting area with evergreen landscaping that restricts visibility into the site. The planting area shall be installed and maintained in accordance with Section 17.12.050.
3. Loading areas shall be fenced and screened as provided in Section 17.12.080.
 4. Outdoor storage areas shall be fenced and screened as provided in Section 17.16.140.
 5. All mechanical, electrical and external communication equipment, including air conditioners, refrigeration units, satellite dishes and microwave towers, shall be screened from public view. Screening of roof-mounted equipment shall be architecturally integrated into the building design.
 6. A building permit is required for any fence over 7 feet in height.
- G. Residential and Mixed-Use Development.
1. In all residential districts, the height of a fence or wall is shown in Table 17.12.020-1, unless authorized in compliance with the requirements of this subsection (G). See also Figure 17.12.020-3 for details on placement and heights of fences and walls.

Table 17.12.020-1: Fences and Walls in Residential Districts

Location	Maximum Height
Within required front yard setback	42 inches ^[1]
Within interior side or rear yard setback	7 feet ^[2]
Within street side setback	42 inches ^[3]
Within a controlled area vision triangle	30 inches ^[4]
Outside of a required setback	7 feet ^[2]
<p>Notes:</p> <p>[1] Height can be increased above 42 inches to a maximum height of 7 feet if constructed outside of the required front yard or at the point equal to the building's front façade, whichever is less.</p> <p>[2] Height can be increased above 7 feet with a building permit.</p> <p>[3] Fences above 42 inches and to a maximum height of 7 feet without a building permit must be placed at least 5 feet behind property line, outside of any public right-of-way easement, and must be landscaped in this setback area.</p> <p>[4] See Figure 17.12.020-1 and Section 17.12.020(B)</p>	



Must conform to Visibility Triangle with 30-inch max fence and landscape requirement⁽¹⁾
42-inch max fence requirement within 20 foot Front Yard⁽¹⁾ and 5 foot Street Side Yard setback

Figure 17.12.020-3: Fence Height and Placement

- 2. Fences, walls, or combination of fence and wall within the required front setback area for the underlying zoning district shall not exceed 42 inches. If the fence, wall, or combination of fence and wall is constructed outside of the required front setback area, or at the point equal to the building’s front façade, whichever is less, then the fence is allowed a maximum height of 7 feet.
 - a. For properties within the Downtown Historic Overlay (DH-O), the fence height shall not exceed 42 inches anywhere in the front yard. The front

yard shall be the area from the front property line to the point equal to the building's front façade.

3. A decorative arch, trellis, or other entry feature along a street frontage may exceed the height limit shown in Table 17.12.020-1. The decorative features shall be limited to 10 feet in width and 10 feet in height.

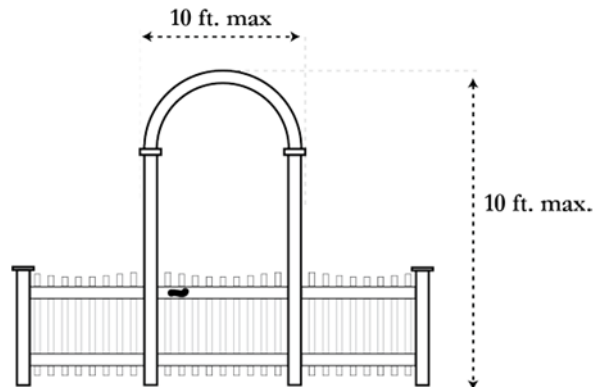


Figure 17.12.020-4: Decorative Features

4. All fences in residential districts greater than 42 inches in height constructed within the street side yard setback adjacent to a public street shall be set back at least 5 feet from any property line that abuts a public street. This setback area shall be landscaped in accordance with the requirements of Section 17.12.050.
5. All multiple family residential projects shall include a fence or decorative masonry wall along the rear and side property lines. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
 - a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
6. For mixed-use development, the site shall include a solid fence or decorative masonry wall along each side and rear property line abutting a residential district. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
 - a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
7. A building permit is required for any fence or wall over 7 feet in height.

H. Retaining Walls.

1. All retaining walls shall be constructed with split-face masonry, cast-in-place concrete, interlocking block or a similar material. Retaining walls shall not be constructed of wood.
2. Any retaining wall that is visible from a public street or public open space shall have a decorative architectural treatment on the wall face.
3. A building permit is required for any retaining wall over 4 feet in height.

I. Electric Fences.

1. In residential districts that have a minimum lot area of at least 20,000 square feet, electrically charged fences shall be permitted if they are necessary to contain livestock. Any electrically charged fence shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
2. In all other districts, no electrically charged fences shall be permitted.

J. Barbed or Razor Wire. Fences may be constructed with sharp-pointed materials, such as barbed or razor wire, only as follows:

1. In residential districts that have a minimum lot area of at least 20,000 square feet, fences may be constructed with barbed or razor wire if they are necessary to control livestock. Any fence that is constructed with barbed or razor wire shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
2. In all other residential districts, and on sites that abut a residential district or are separated by a street from a residential district, no fences may be constructed with barbed or razor wire.
3. In industrial districts, fences may be constructed with barbed or razor wire if the wire is at least 6 feet above grade.
4. In commercial and special purpose districts, fences may be constructed with barbed or razor wire only upon approval of a use permit. Before granting the use permit, the planning commission shall find, based on substantial evidence, that the barbed or razor wire is necessary in order to provide adequate security for the site and there is no reasonable alternative.

K. Temporary Fences. Nothing in this chapter shall be deemed to prohibit the erection of a temporary fence around construction projects in compliance with the California Building Code and other applicable provisions of the Oroville Municipal Code.

L. Permits. Permits shall be obtained for the erection, construction, alteration and maintenance of fences as specified in the city building code and this code section. (Ord. 1749 § 4; Ord. 1763 §§ 4, 5; Ord. 1819 § 3, 2017; Ord. 1820 § 2, 2017)

Section 3: Environmental Determination.

The Council finds that the adoption and implementation of this Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 21080(b)(3)

Section 4: Severability.

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

Section 5: Effective Date.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting held on this 7th day of June 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chuck Reynolds, Mayor

ATTEST:

FORM APPROVED:

Jackie Glover, Assistant City Clerk

Scott E. Huber, City Attorney

SECTION 17-12.020 FENCES, WALLS AND SCREENING

17-12.020 Fences, walls and screening

- A. **Applicability.** No fence shall hereafter be erected, constructed, altered or maintained except as provided by this section. The requirements of this section shall apply to all fences and walls in all districts, excluding the walls of any building, and shall apply regardless of the construction material used.
- B. **Sight Distance Area.** No fence shall obstruct the required sight distance area for an intersection as shown in Figure 17.12.020-1. Fences may be erected up to 42 inches in height within the sight distance area provided that the fence is an open fence that is no more than 50% solid. Fences over 30 inches in height, to a maximum height of 42 inches, within the sight distance area shall require administrative review and approval by the Planning Division through a development review permit to confirm the open fence requirement is met and that the increased height does not create a danger to public health, safety, and general welfare.

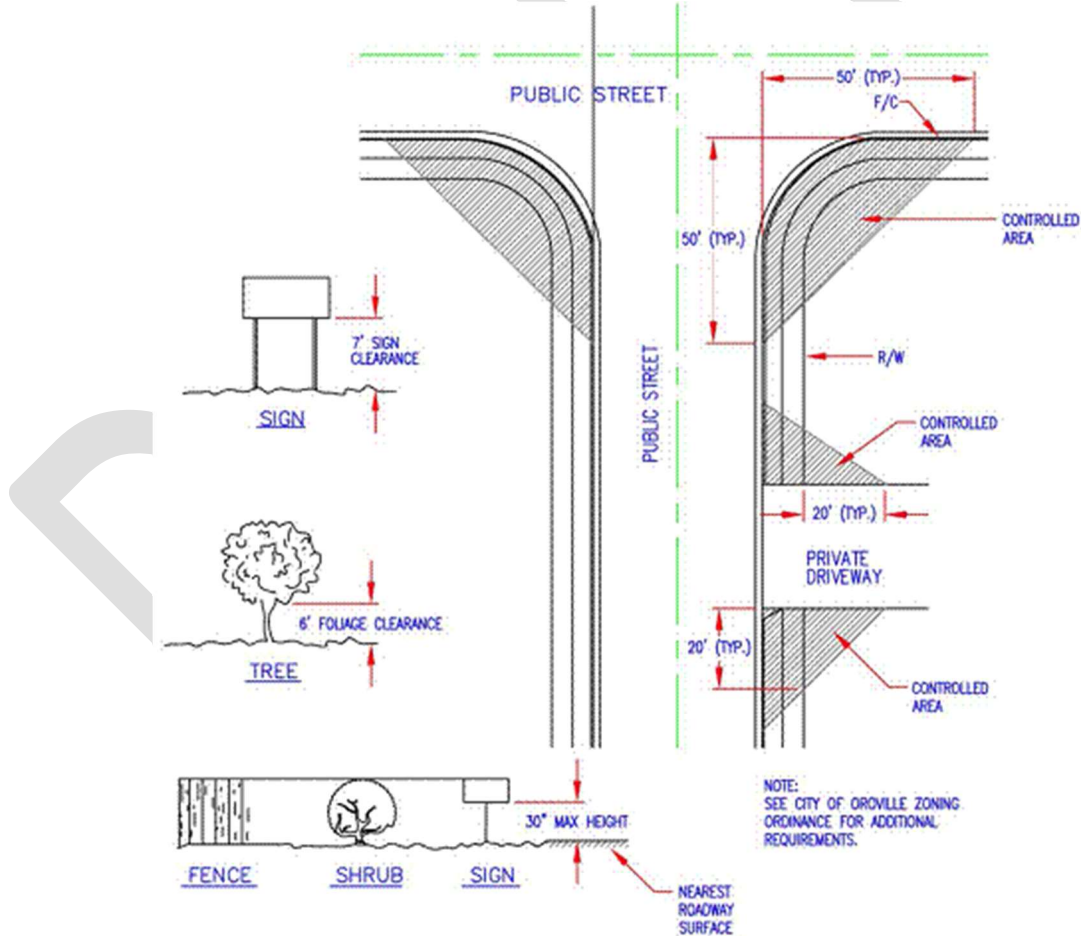


Figure 17.12.020-1: Sight Distance Area

Fence Opacity

Opacity (the degree to which light or views are blocked) is measured perpendicular to the fence for each fence section between supports.

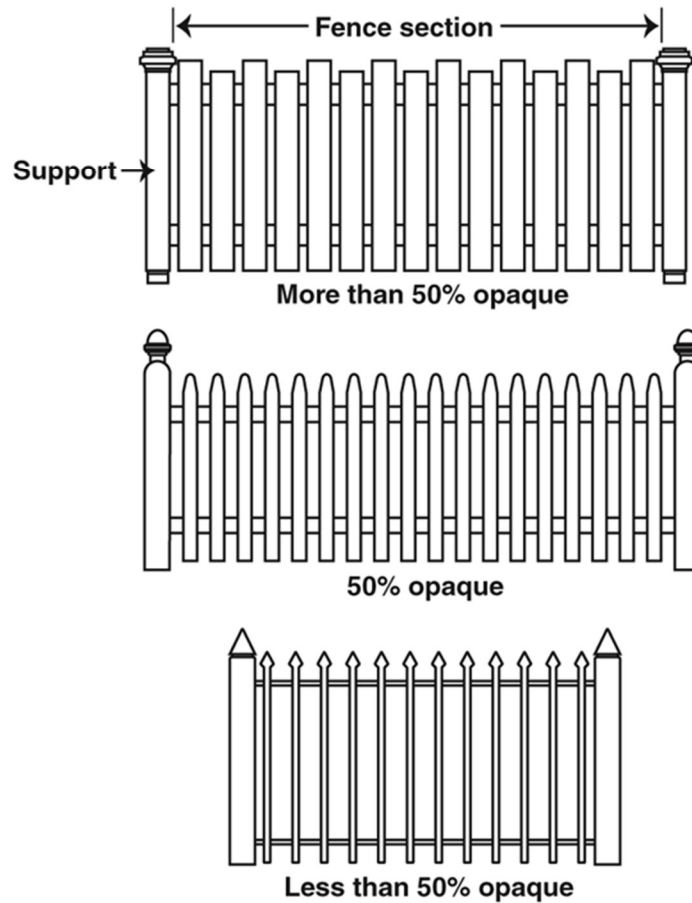


Figure 17.12.020-5: Fence Opacity

- C. **Fence Height Measurement.** Exceptions to the standards of this section may be granted by the Planning Commission if warranted for safeguarding the public health, safety and welfare.

1. The height of a fence at any point shall be measured from the base of the fence directly below that point. ~~If a fence is constructed atop a retaining wall, the fence's height shall be measured from the adjacent grade on the high side of wall. If a retaining wall is combined with a fence or wall, the combined height may reach a maximum height of 11 feet above grade (7 foot maximum fence with a 4 foot maximum retaining wall) along the streetside and rear property lines without a building permit,~~ as shown in Figure 17.12.020-2.

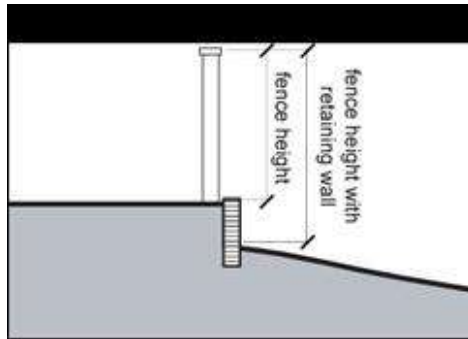


Figure 17.12.020-2: Fence Height [Measurement](#)

- D. **Public Areas.** Fences that enclose school grounds, public playgrounds [and parks](#), tennis courts, public swimming pools, [museums](#), or other public areas may be erected to a height in excess of [67](#) feet, subject to development review.
 1. [Historic Areas, Designated Landmarks, Museums, and Parks within the DH-O. Fences that enclose parks and museums within the DH-O, designated landmarks, and other designated historic sites may be erected to a height in excess of 7 feet subject to design and material review by the Planning Commission acting as the Historic Advisory Commission. If the fence requires approval of the City Council, the Planning Commission's action shall only be advisory.](#)
- E. **Swimming Pools.** Fencing shall be provided around all swimming pools, spas and similar areas, in accordance with the requirements of the city building code.
- F. **Nonresidential development.** Any nonresidential development shall meet the following fencing requirements:
 1. The site shall include a solid fence [or decorative masonry wall](#) along each property line abutting a residential district. The fence shall be between 6 and 7 feet tall
 2. Where a street separates the site from a property that is in a residential district, the site shall include one of the following along the property line that faces the street:
 - a. A solid fence [or decorative masonry wall](#), between 6 and 7 feet tall, that is located behind any required planting area, and that has a decorative architectural treatment on any side facing a street, parking lot or adjoining residential district; or
 - b. A planting area with evergreen landscaping that restricts visibility into the site. [The planting area shall be installed and maintained in accordance with Section 17.12.050.](#)

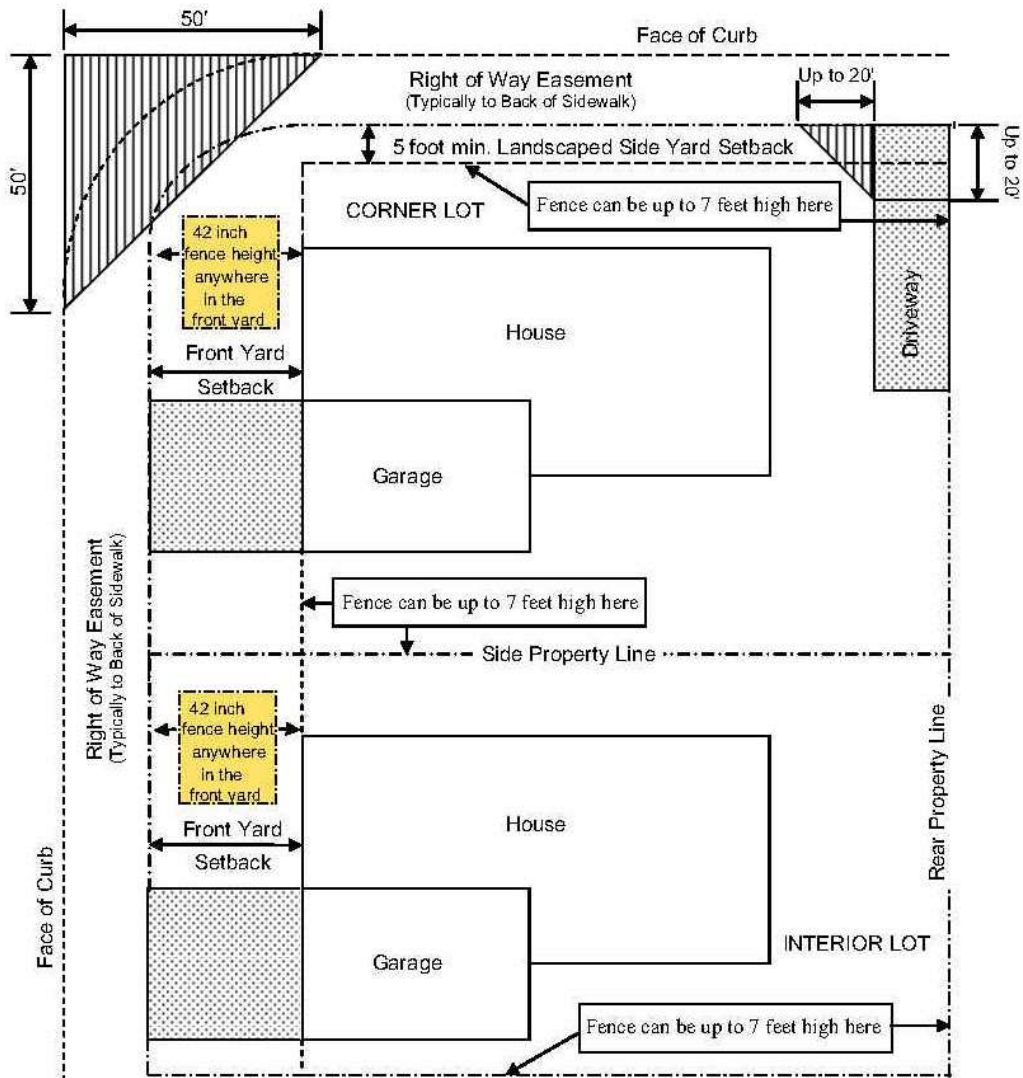
- 3. Loading areas shall be fenced and screened as provided in Section 17.12.080.
- 4. Outdoor storage areas shall be fenced and screened as provided in Section 17.16.140.
- 5. All mechanical, electrical and external communication equipment, including air conditioners, refrigeration units, satellite dishes and microwave towers, shall be screened from public view. Screening of roof-mounted equipment shall be architecturally integrated into the building design.
- 5.—A building permit is required for any fence over 7 feet in height.

G. Residential and Mixed-Use Development.

- 1. In all residential districts, the height of a fence or wall is shown in Table 17.12.020-1, unless authorized in compliance with the requirements of this subsection (G). See also Figure 17.12.020-3 for details on placement and heights of fences and walls.

Table 17.12.020-1: Fences and Walls in Residential Districts

<u>Location</u>	<u>Maximum Height</u>
<u>Within required front yard setback</u>	<u>42 inches^[1]</u>
<u>Within interior side or rear yard setback</u>	<u>7 feet^[2]</u>
<u>Within street side setback</u>	<u>42 inches^[3]</u>
<u>Within a controlled area vision triangle</u>	<u>30 inches^[4]</u>
<u>Outside of a required setback</u>	<u>7 feet^[2]</u>
<p><u>Notes:</u></p> <p><u>^[1] Height can be increased above 42 inches to a maximum height of 7 feet if constructed outside of the required front yard or at the point equal to the building’s front façade, whichever is less.</u></p> <p><u>^[2] Height can be increased above 7 feet with a building permit.</u></p> <p><u>^[3] Fences above 42 inches and to a maximum height of 7 feet without a building permit must be placed at least 5 feet behind property line, outside of any public right-of-way easement, and must be landscaped in this setback area.</u></p> <p><u>^[4] See Figure 17.12.020-1 and Section 17.12.020(B)</u></p>	




 Must conform to Visibility Triangle with 30-inch max fence and landscape requirement⁽¹⁾
 42-inch max fence requirement within 20 foot Front Yard⁽¹⁾ and 5 foot Street Side Yard setback

Figure 17.12.020-3: Fence Height and Placement

2. Fences, walls, or combination of fence and wall within the required front setback area for the underlying zoning district shall not exceed 42 inches. If the fence, wall, or combination of fence and wall is constructed outside of the required front setback area, or at the point equal to the building’s front façade, whichever is less, then the fence is allowed a maximum height of 7 feet.
 - a. For properties within the Downtown Historic Overlay (DH-O), the fence height shall not exceed 42 inches anywhere in the front yard. The front yard shall be the area from the front property line to the point equal to the building’s front façade.

3. A decorative arch, trellis, or other entry feature along a street frontage may exceed the height limit shown in Table 17.12.020-1. The decorative features shall be limited to 10 feet in width and 10 feet in height.

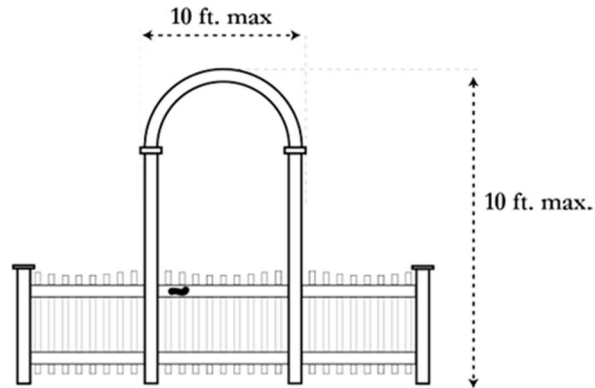


Figure 17.12.020-4: Decorative Features

4. All fences in residential districts greater than 42 inches in height constructed within the street side yard setback adjacent to a public street shall be set back at least 5 feet from any property line that abuts a public street. This setback area shall be landscaped in accordance with the requirements of Section 17.12.050.
- a. All multiple family residential and mixed-use projects shall be fenced along the rear prope
- 5.
6. All multiple family residential projects shall include a fence or decorative masonry wall along the rear and side property lines. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
- a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
6. For mixed-use development, the site shall include a solid fence or decorative masonry wall along each side and rear property line abutting a residential district. The fence or decorative masonry wall shall be between 6 and 7 feet tall.
- a. Development of a single project on more than one parcel shall require fencing or decorative masonry wall along the project perimeter side and rear property lines.
- a.7. A building permit is required for any fence or wall over 7 feet in height.

H. Retaining Walls.

1. All retaining walls shall be constructed with split-face masonry, cast-in-place concrete, interlocking block or a similar material. Retaining walls shall not be constructed of wood.
2. Any retaining wall that is visible from a public street or public open space shall have a decorative architectural treatment on the wall face.
3. A building permit is required for any retaining wall over 4 feet in height.

I. **Electric Fences.**

1. In residential districts that have a minimum lot area of at least 20,000 square feet, electrically charged fences shall be permitted if they are necessary to contain livestock. Any electrically charged fence shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
2. In all other districts, no electrically charged fences shall be permitted.

J. **Barbed or Razor Wire.** Fences may be constructed with sharp-pointed materials, such as barbed or razor wire, only as follows:

1. In residential districts that have a minimum lot area of at least 20,000 square feet, fences may be constructed with barbed or razor wire if they are necessary to control livestock. Any fence that is constructed with barbed or razor wire shall be set back at least 20 feet from any lot line unless there is also a solid fence along the lot line.
2. In all other residential districts, and on sites that abut a residential district or are separated by a street from a residential district, no fences may be constructed with barbed or razor wire.
3. In industrial districts, fences may be constructed with barbed or razor wire if the wire is at least 6 feet above grade.
4. In commercial and special purpose districts, fences may be constructed with barbed or razor wire only upon approval of a use permit. Before granting the use permit, the planning commission shall find, based on substantial evidence, that the barbed or razor wire is necessary in order to provide adequate security for the site and there is no reasonable alternative.

4.—**Temporary Fences.** Nothing in this chapter shall be deemed to prohibit the erection of a temporary fence around construction projects in compliance with the California Building Code and other applicable provisions of the Oroville Municipal Code.

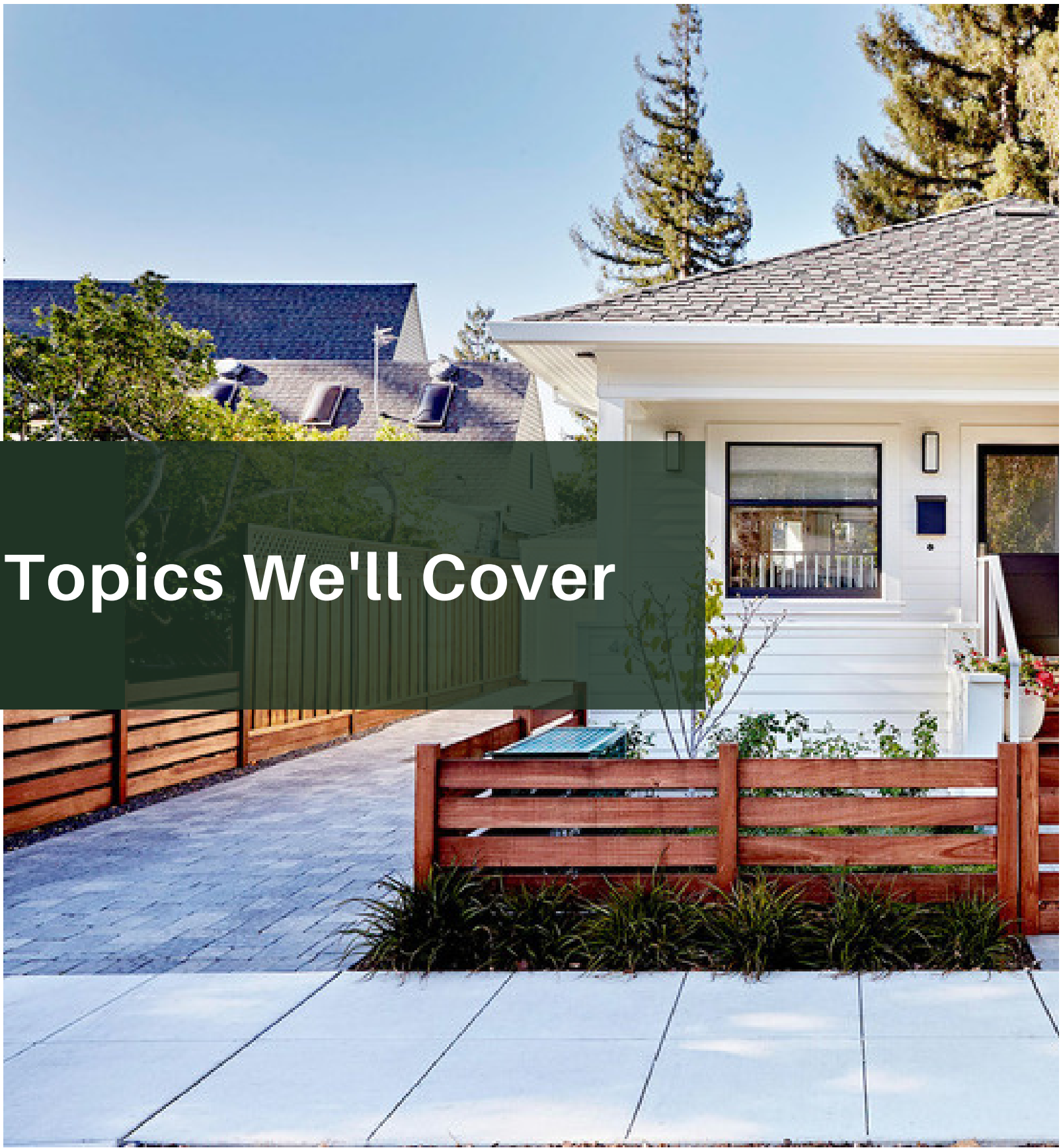
K. **Permits.** Permits shall be obtained for the erection, construction, alteration and maintenance of fences as specified in the city building code and this code section. (Ord. 1749 § 4; Ord. 1763 §§ 4, 5; Ord. 1819 § 3, 2017; Ord. 1820 § 2, 2017)



Fences, Walls & Screening



City Council Presentation
May 17, 2022



Topics We'll Cover



- Background
- Example Scenarios
- What's Changing?
- Other Jurisdictions
- Questions

Background



OMC Section 17.12.020 establishes regulations for fences, walls, and screening.

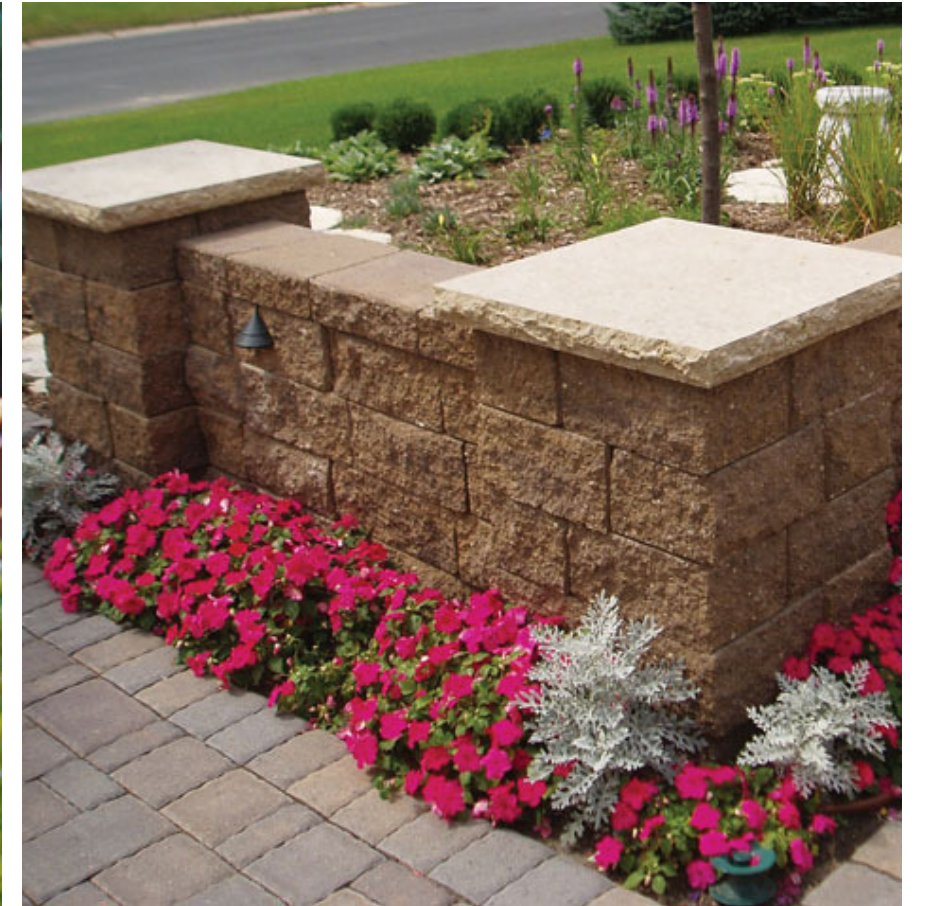
October 14 - DRC Review and Discussion

October 28 - Planning Commission Public Hearing to recommend City Council adoption

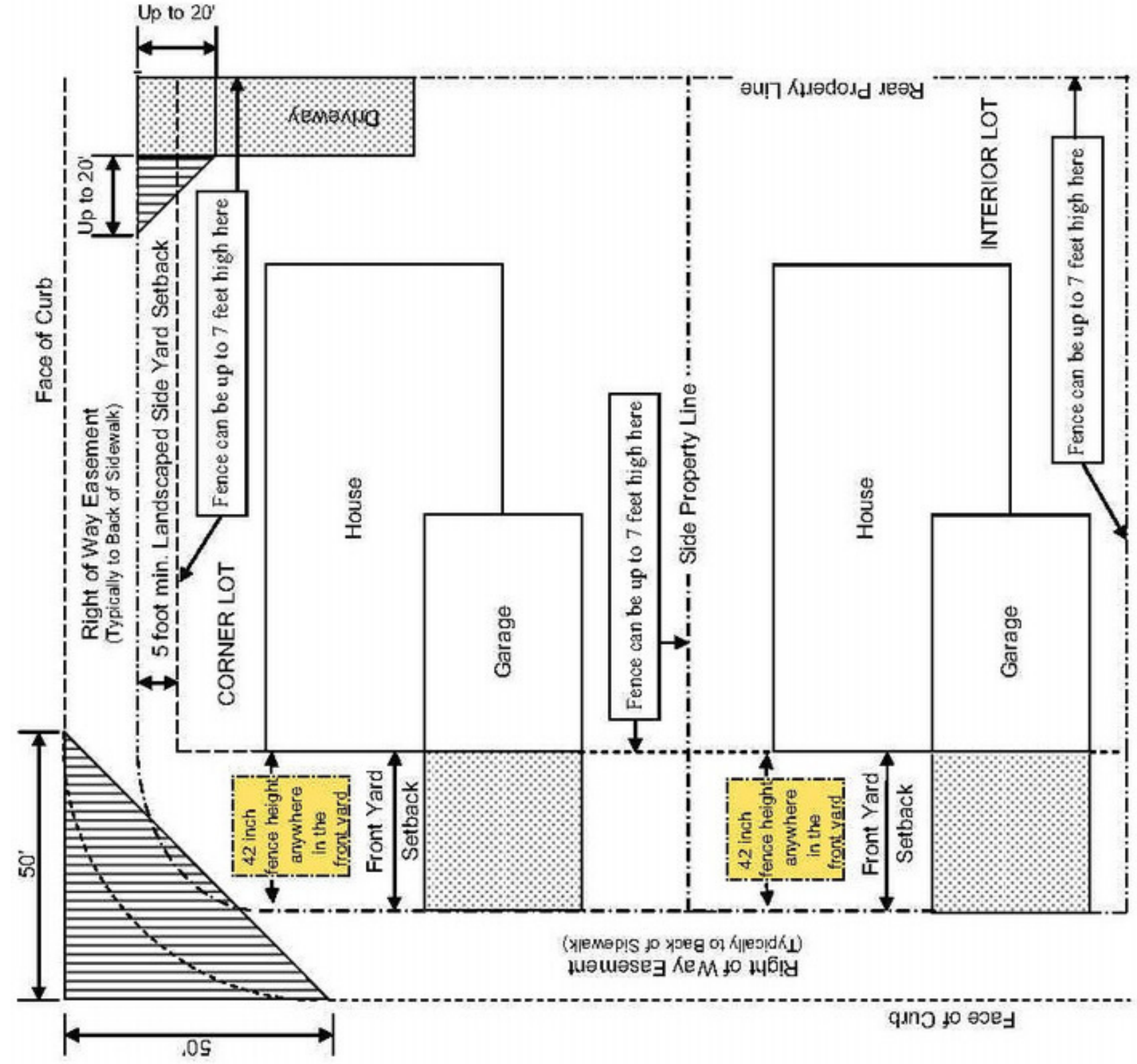
January 28 - Planning Commission Presentation

April 19 - City Council Public Hearing

April 28 - Planning Commission Presentation



Example Scenarios



Must conform to Visibility Triangle with 30-inch max fence and landscape requirement^(#)
 42-inch max fence requirement within 20 foot Front Yard^(#) and 5 foot Street Side Yard setback

Example Scenarios

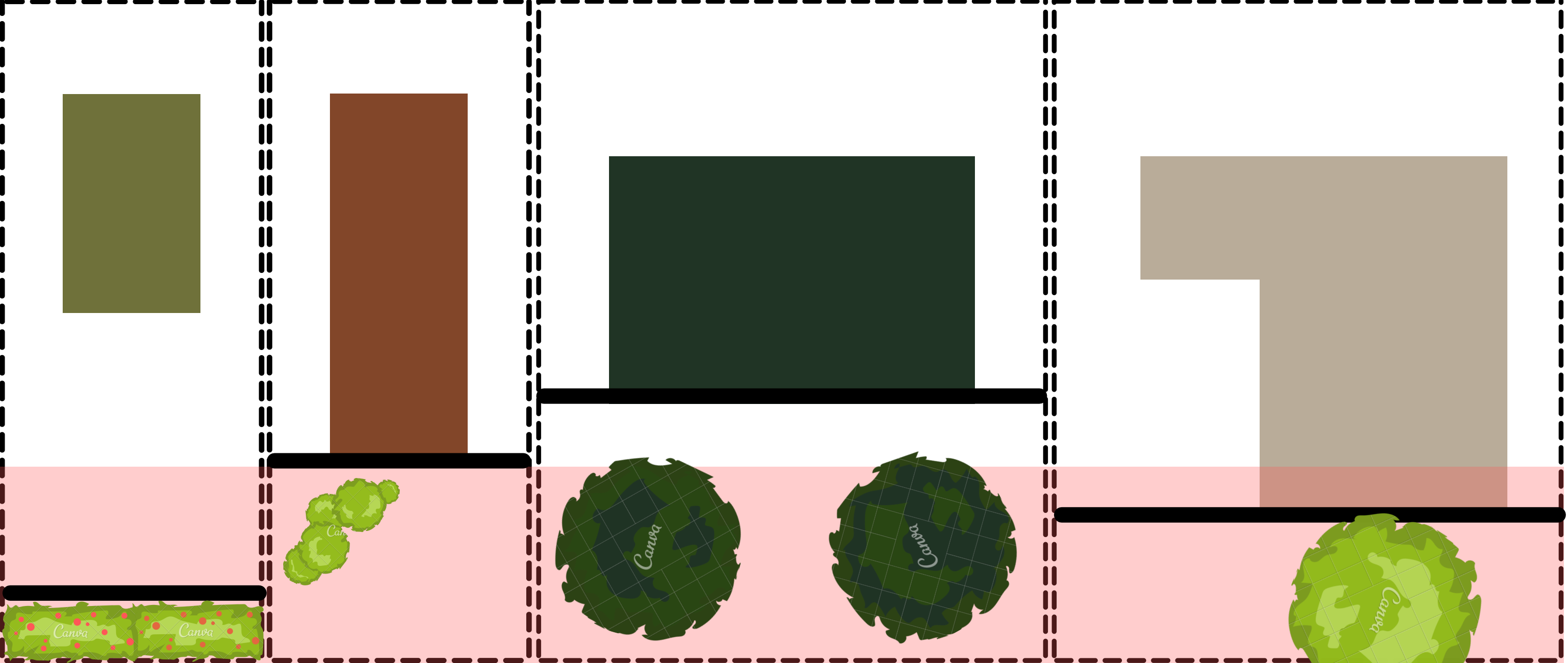


Existing Ex.

Proposed Ex.

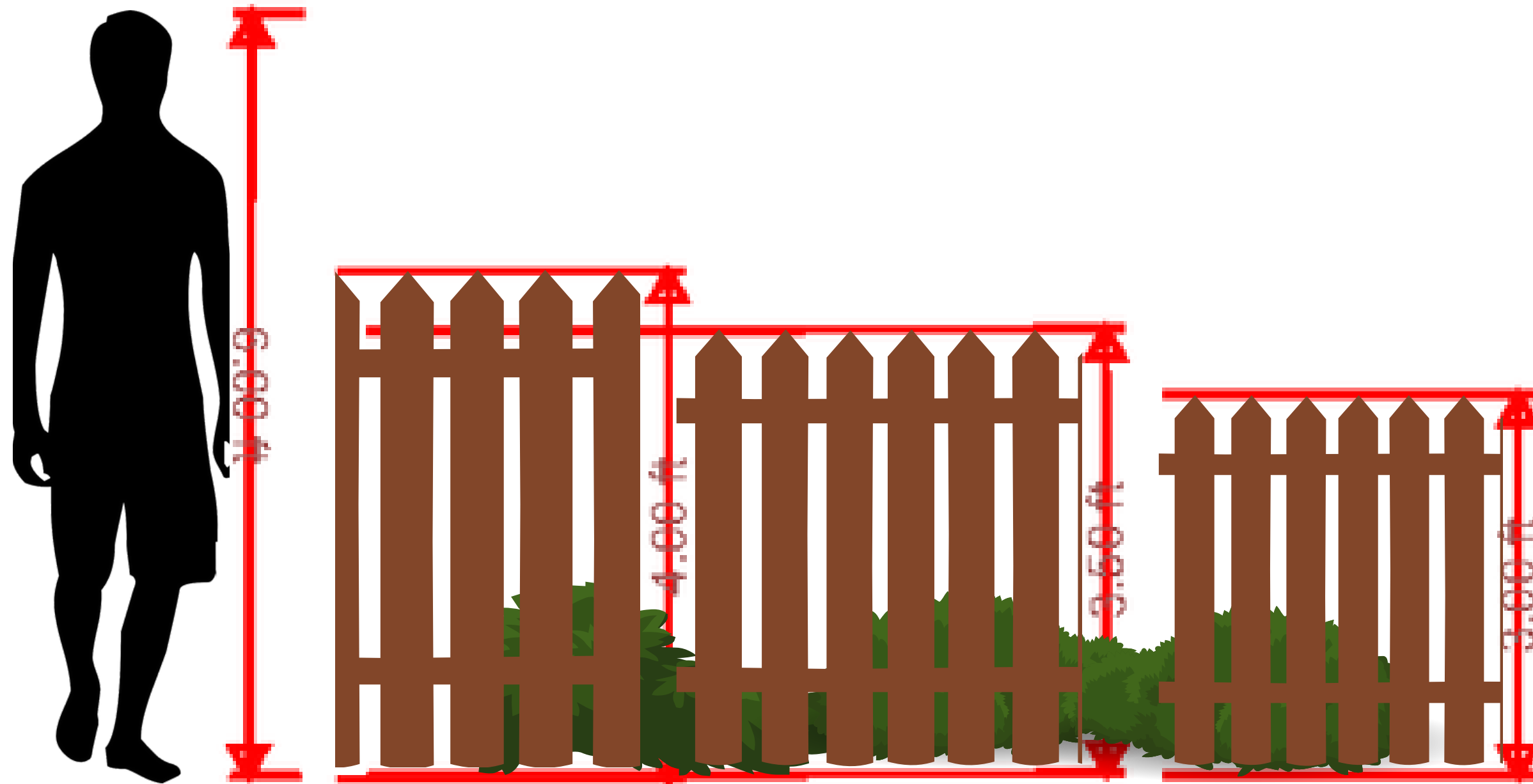
DH-O Ex.

Nonconforming Setback Ex.



Main Street

Example Scenarios



What's Changing? - Align with Building Code



Existing Regulation

Fence code says 6 feet is the maximum but the Building Code says 7 feet before a building permit is needed.

The fence code does not specify when a building permit is required for retaining walls but the Building Code specifies one is needed if over 4 feet.



Proposed Regulation

Sets 7 feet as the maximum fence height for interior side and rear property lines before a building permit is needed.

- Helps clarify for those reading the code that 7 feet is ok without needing to jump between multiple sections of the municipal code.

What's Changing? - Vision Triangle



Existing Regulation

Fences cannot exceed 30 inches within the vision triangle.



Proposed Regulation

Fences can be built up to 42 inches provided that:

- The fence is 50% transparent to maintain visibility.
- Must apply for administrative development review permit for Planning Division review.

What's Changing? - Front Setback



Existing Regulation

Fences greater than 42 inches in height must be:

- Setback at least 5 feet from the property line.
- The setback area must be landscaped in accordance with the City's landscaping regulations.



Proposed Regulation

Fences cannot exceed 42 inches in height within the front setback area.

- This setback area is specific to the underlying zoning district.
- The setback area is the minimum distance between the property line and building.

How does Oroville Compare?



County of Butte

Fences cannot exceed 42 inches in height within the front setback for non agriculture, industrial, or airport zones.

- Additional 2 feet allowed with administrative permit.
- Additional approvals required from Public Works when adjacent to a public road

24-59 Height Limits

- A.** A fence or wall shall not exceed the maximum permitted height as shown in Table 24-59-1 (Maximum Height of Fences and Walls).

TABLE 24-59-1 MAXIMUM HEIGHT OF FENCES AND WALLS

Fence or Wall Location [1]	Agriculture, Industrial and Airport Zones	All Other Zones [2]
Within front setback area	8 ft.	42 in.
Within street side setback area	8 ft.	42 in.
All other areas on parcel	8 ft.	6 ft.

Notes:

[1] Butte County Code Section 10-9 requires fences and walls within setback areas adjacent to a public road to be approved for traffic safety by the Director of Public Works.

[2] Side property line fences located within the front property line setback that do not visually obstruct line of sight of vehicles entering roadways may be allowed up to 6 feet if approved by the Director of Public Works.

- B.** Two feet of additional fence or wall height beyond that shown in Table 24-59-1 is permitted with the approval of an Administrative Permit.
- C.** Within residential zones, an additional 2 feet of height is permitted without an Administrative Permit for ornamental features that do not provide a screening function, such as an archway over a gate or ornamental figures intermittently situated along the top of a fence or wall.

How does Oroville Compare?



City of Chico

Fences cannot exceed 3 feet (36 inches) in height within the front yard for all parcels.

- Up to 4 feet with an administrative permit.
- Or up to 6 feet with a use permit

A. Height Limitations. Fences and walls are subject to the following height limitations:

1. General Height Limit.

a. Standard Parcels. On all parcels except corner lots, fences, walls, or similar obstructions shall not exceed the following height limitations:

(1) Front Yards. 3 feet. May be increased to 4 feet with approval of an administrative use permit in compliance with Chapter 19.25 (Administrative Use Permits), or up to 6 feet with approval of a use permit in compliance with [Chapter 19.24](#) (Use Permits).

(2) Rear Yards. 6 feet for all fences; 7 feet if one foot of lattice or other 50% view permeable material is incorporated into the top one foot of the fence design. May be increased to 8 feet with approval of an administrative use permit in compliance with [Chapter 19.25](#) (Administrative Use Permits).

(3) Side Yards. 6 feet for all fences outside the front yard setback area (see Figure 5-1); 7 feet if one foot of lattice or other 50% view permeable material is incorporated into the top one foot of the fence design. Interior side yard fencing may be increased to 8 feet with approval of a use permit in compliance with [Chapter 19.24](#) (Use Permits).

No fence authorized by a use permit shall exceed 6 feet in height in any required front or street side yard nor 8 feet in height in any rear or interior side yard.

How does Oroville Compare?



Town of Paradise

Fences cannot exceed 4 feet (48 inches) in height within the front yard setback.

- 6 foot tall is allowed if the fence is wrought iron and/or chain link.
- Additional requirements for fire safety near structures.

4. A non-open or solid fence up to six (6) feet in height above grade may be installed along property lines which do not abut a road or street, or beyond setback lines as required by the zone when the property line abuts a road or street. A non-open or solid fence not exceeding four (4) feet in height above grade may extend into the front yard setback area; and wrought iron and/or chain link fences up to six (6) feet in height above grade may extend into the front yard setback area. No fence shall be installed within public rights-of-way. Exclusive of the front yard setback area, fences to a maximum height of eight (8) feet above grade subject to procurement of town building permit issuance may be installed around recycling processing facilities, a wastewater treatment/disposal utility facility, and/or legally established facilities that provide either scrap and salvage services or general vehicle/equipment storage or vehicle impoundment service.
5. Except for the provisions of item No. 4 of this Subsection "E," a variance shall be required as set forth in [Section 17.45.300](#) for fences exceeding six (6) feet in height above grade or for the installation of fences exceeding four (4) feet in height above grade in any front yard or general setback zone.

How does Oroville Compare?



City of Gridley

Fences cannot exceed 3 feet (36 inches) in height within the front yards for residences.

- Up to 4 feet is allowed if the increased height is 40% transparent.
- Fence permits required for all new fences and modifications or repairs exceeding a certain % value.

A. In R districts, fences and hedges in side yards and rear yards may not exceed seven (7) feet in height, and may not exceed three (3) feet in front yards in order to provide a clear view in the front yard area onto the street, except in either of the following circumstances:

1. A height of four (4) feet may be permitted, provided that clear visibility is maintained above the height of three (3) feet. For purposes of this section, "clear visibility" is maintained if the average ratio of material to open space is a minimum of 40%.
2. An administrative use permit may be issued by the Planning Department to authorize fences as high as eight (8) feet between the side or rear yard of two adjoining or contiguous lots having a difference in ground elevation between the foundations of the homes, or at the property line. The height of the fence shall be measured from the ground level of the lower lot at the property line.

B. On a corner lot in any residential district, the following special restrictions shall apply:

1. Either street frontage may be deemed the front of the lot for purposes of determining the height of fences.
2. Nothing shall be erected, placed, planted or allowed to grow in such a manner as to materially impede vision between a height of three (3) feet and ten (10) feet above the centerline grades of the intersecting street in the area bounded by the street lines on such corner lots and a line joining points along the lines thirty (30) feet from the point of the intersection. Fences four (4) feet in height shall be permitted if in compliance with the requirements of subsection A. 1. of this section.

How does Oroville Compare?



City of Biggs

Fences cannot exceed 4 feet (48 inches) in height within the front yards for residences.

- Up to 6 feet is allowed with a use permit.
- Fence permits required for all new fences and for structurally altering or moving existing fences.

4. A non-open or solid fence up to six (6) feet in height above grade may be installed along property lines which do not abut a road or street, or beyond setback lines as required by the zone when the property line abuts a road or street. A non-open or solid fence not exceeding four (4) feet in height above grade may extend into the front yard setback area; and wrought iron and/or chain link fences up to six (6) feet in height above grade may extend into the front yard setback area. No fence shall be installed within public rights-of-way. Exclusive of the front yard setback area, fences to a maximum height of eight (8) feet above grade subject to procurement of town building permit issuance may be installed around recycling processing facilities, a wastewater treatment/disposal utility facility, and/or legally established facilities that provide either scrap and salvage services or general vehicle/equipment storage or vehicle impoundment service.
5. Except for the provisions of item No. 4 of this Subsection "E," a variance shall be required as set forth in [Section 17.45.300](#) for fences exceeding six (6) feet in height above grade or for the installation of fences exceeding four (4) feet in height above grade in any front yard or general setback zone.

How does Oroville Compare?

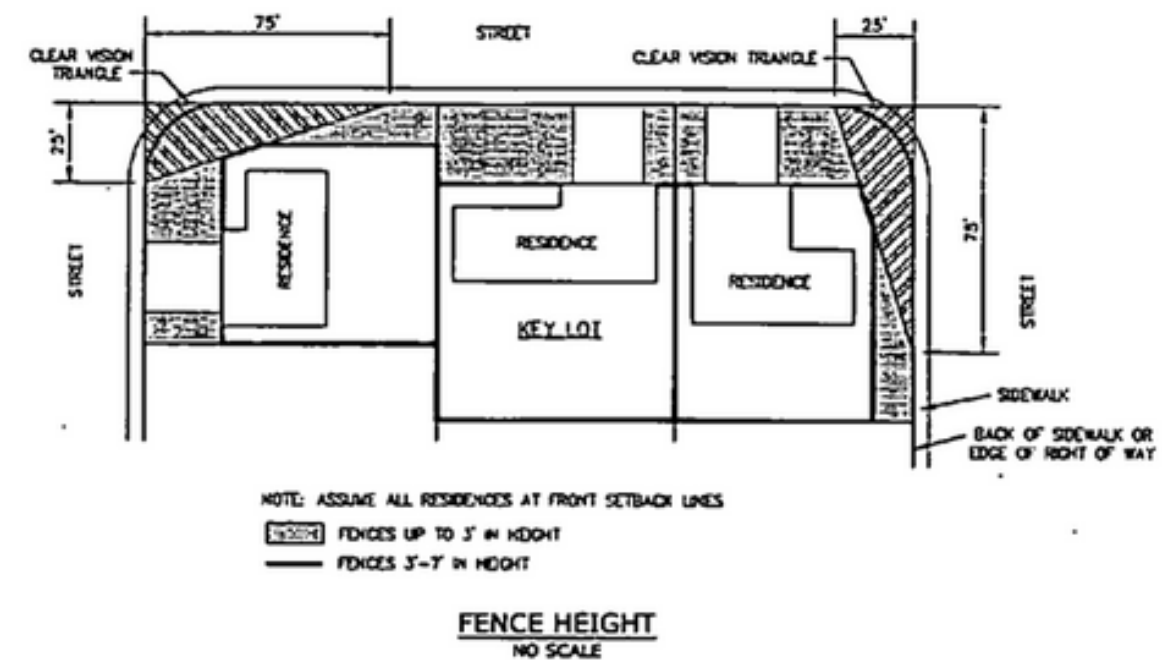


City of Roseville

Fences cannot exceed 3 feet (36 inches) in height within the front yard setback.

5. Fences and Walls. A maximum seven-foot high fence (including lattice and similar attachments) or wall may be located on a parcel consistent with the following requirements:

- a. The maximum height shall be reduced to three feet if located:
 - i. Within a residential clear vision triangle (see Chapter 19.95, Definitions);
 - ii. Within a required front setback; or
 - iii. Within five feet of the back of the sidewalk, or in the absence of a sidewalk, the back of the right-of-way of a street-side for a corner lot, or within 10 feet of the back of the sidewalk, or in the absence of a sidewalk, the back of the right-of-way of a street-side for a corner lot adjacent to a key lot.



How does Oroville Compare?



City of Santa Rosa

Fences cannot exceed 3 feet (36 inches) in height within the front yard setback.

- Additional processing review procedures for owners of historic properties.
- Exceptions to the height restrictions allowed with a fence conditional use permit with findings for safety, appearance, and whether the issuance is reasonably necessary.

Height Limits

Within required front yard setback

36 inch maximum height

Within interior side or rear yard setback

6 feet with 2 extra feet of lattice maximum height

Within exterior side setback

36 inch maximum height

Outside of a required setback

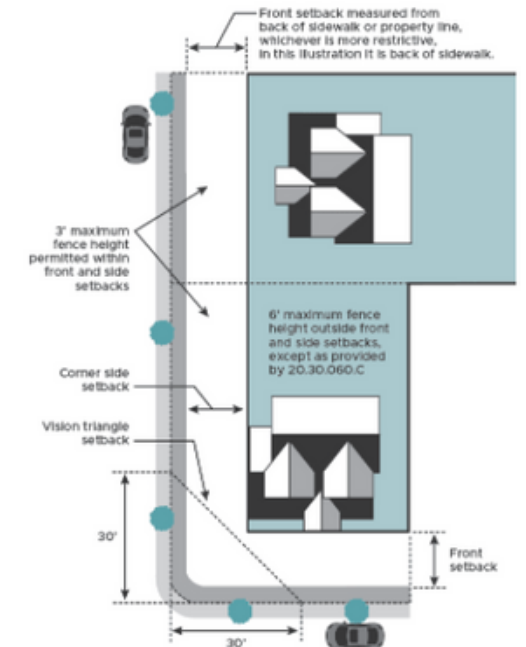
6 feet 2 extra feet of lattice maximum height

Within a vision triangle

36 inch maximum height, with nothing over 24 inches in the first five feet behind the curb line

NOTE: The boundaries of a vision triangle are formed by drawing lines from the point of intersection of a lot's street corner property lines to points 30 feet along the two property lines, and then connecting the two points with a straight line.

For owners of Historic Properties, see the City's Processing Review Procedures for Owners of Historic Properties for fence height guidelines with an H (Historic) combining district.



Height Exceptions

Exceptions may be made to exceed the height restrictions through the application and approval of a [Fence Conditional Use Permit](#), provided:

1. The issuance of the permit is reasonably necessary, by reason of unusual or special circumstances or conditions relating to the property, for the preservation of valuable property rights or the full use and enjoyment of the property
2. The fence will not create a safety hazard to pedestrians or vehicular traffic
3. The appearance of the fence is compatible with the design and appearance of other existing buildings and structures within the neighborhood
4. The fence is a planned architectural feature to avoid dominating the site or overwhelming the adjacent properties and structures
5. The orientation and location of the fence is in proper relation to the physical characteristics of the site and the surrounding neighborhood
6. The fence will be of sound construction

NOTE: Review of fences that exceed the allowed height will add time to your Building Permit approval process. The Building Official shall not grant a building permit for any fence that will interfere with access in case of fire by the Fire Department to buildings in the vicinity, or that will constitute a hazard to vehicle traffic or pedestrians.

In Summary



Staff reviewed the adopted fence regulations of all our surrounding jurisdictions within Butte County and throughout the State. Based on this research, the standard maximum permitted height within the front yard ranges from 30 inches to 48 inches.

Oroville is currently an exception to this by allowing solid fences up to 6 feet tall without requiring additional permits, transparency requirements, increased setbacks, etc.

The purpose of these changes is to align the standards with our adopted building code, ensure the construction of fences does not impede public safety, and maintain and/or improve the visual aesthetic of our neighborhoods while still allowing property owners the ability to construct improvements on their property.

Example Photos



Example Photos



Example Photos



Example Photos



Example Photos



Example Photos



Example Photos



Example Photos



Questions?



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR
WES ERVIN, CITY PLANNER

RE: NORTH STAR PLACE BRANDING CONTRACT FOR PROFESSIONAL
SERVICES TO CREATE A NEW OROVILLE BRAND

DATE: JUNE 7, 2022

SUMMARY

The City Council may consider approving a professional services agreement with North Star Branding for place branding and marketing for \$77,000, plus options to extend the contract for up to two more years.

DISCUSSION

On April 19, 2022, the Council approved moving forward with a contract with North Star Branding to develop a new brand and marketing strategy for the city. North Star has modified its original proposal to respond to Council's request for a broader "community wide branding" that includes tourism attraction and an economic development approach, and to ensure the new brand does not conflict with existing efforts at tourism marketing from Explore Butte County, Downtown Oroville (ODBA), and others. The contract would be for one year with an option to continue into years 2 and 3.

The agreement includes:

- \$77,000 plus reasonable and actual travel expenses for Phases 1, 2 & 3 for 32 weeks -- 416 hours of time including research, insights, a strategy, a creative branding product, and an action and implementation plan.
- Subject to future Council approval, an amount to be negotiated for future branding assistance, including Phase 4 - evaluation of brand effectiveness, and Phase 5 - Marketing services and effectiveness measurements. The likely fee for these services would be about \$70,000 for year two, and about \$80,000 for year three. .

FISCAL IMPACT

\$77,000 plus up to \$15,000 for travel expenses from the general fund balance, plus additional funding if subsequently approved by Council.

RECOMMENDATION

Approve the professional services agreement with North Star Branding for place branding and marketing.

ATTACHMENTS

Agreement with North Star Branding

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of May 24, 2022 by and between the **City of Oroville**, a municipal corporation (“City”) and The Burdette Agency, Inc. (d/b/a North Star Place Branding & Marketing, a Florida S-Corporation) (“Consultant”).

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 series relating to the completion of Marketing Services.

AGREEMENT

1. SCOPE OF SERVICES. The Consultant shall furnish but are not limited to the services detailed in Exhibit A in a professional manner:
1. TIME OF PERFORMANCE. **May 2022-May 2025 subject to annual renewals**
2. COMPENSATION. Compensation to be paid to Consultant is set forth as follows: **In no event shall Consultant’s compensation exceed the amount of \$77,000 plus reasonable travel expenses not to exceed \$15,000, 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 **Agreement No.**

performed per the Fee Schedule found in Exhibit A. 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. TERMINATION. This Agreement may be terminated by the City immediately as provided in section 1 or for cause or by either party without cause upon fifteen days' written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.
7. OWNERSHIP OF DOCUMENTS. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notes and internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to

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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. Creative concepts not chosen by City remain the intellectual property of Consultant.

8. LICENSING OF INTELLECTUAL PROPERTY. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents and Data"). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk. Trademarks, stock photography and typography licenses must be obtained by the City, please see Exhibit A, Items 7 & 8.
9. CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held
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confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

10. LOBBYING

No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress 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 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. INDEPENDENT CONTRACTOR. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits

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which accrue to City's employees, and Consultant hereby expressly waives any 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:

1. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and
 2. 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 applicable legal requirements and shall meet the standard of quality ordinarily to
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be expected of competent professionals in Consultant's field of expertise.

15. COMPLIANCE WITH LAWS. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.
16. LICENSES. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.
17. INDEMNITY. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.
18. INSURANCE REQUIREMENTS. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit "C" attached hereto.
19. NOTICES. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if

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mailed as provided in this section.

If to City: **Bill LaGrone City Administrator
City of Oroville
1735 Montgomery Street
Oroville, CA 95965-4897**

If to Consultant:
**Will Ketchum, President
The Burdette Agency, Inc. (d/b/a North Star)
1023 Kings Ave,
Jacksonville, FL 32207**

- 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. AMENDMENTS. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.
- 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 relationship between City and subcontractor nor shall it create any obligation on

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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. WAIVER. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.
24. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
25. CONTROLLING LAW AND VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte, or in the United States District Court, Eastern District of California.
26. LITIGATION EXPENSES AND ATTORNEYS' FEES. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.
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 mediators selected by AAA and thereafter the mediator remaining shall hear the **Agreement No.**

dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

28. EXECUTION. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
29. AUTHORITY TO ENTER AGREEMENT. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.
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. DISCRIMINATION ACTS AND ASSURANCES The Consultant during the **Agreement No.**

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. SECTION 3 REQUIREMENTS – applies to federal funding, deleted as not applicable.
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, Section 7258.0 et. seq.) The applicable regulations of the Fair Housing 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 agreement. Consultant shall include the nondiscrimination and compliance 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.

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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 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.
- b. 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.

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35. FAIR EMPLOYMENT PRACTICES. 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 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

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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 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

applies to federal funding, deleted as not applicable

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 **Agreement No.**

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 date first written above.

CITY OF OROVILLE

Mayor, Chuck Reynolds

CONSULTANT

Principal, _____

APPROVED AS TO FORM:

ATTEST:

By: _____
City Attorney, Scott E. Huber

By: _____
Acting City Clerk, Jackie Glover

Attachments

- “A” Scope of Services
- “B” Insurance Requirements

EXHIBIT "A"
TERMS & SCOPE OF SERVICES

EXHIBIT A
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF OROVILLE, CA
AND NORTH STAR PLACE BRANDING & MARKETING

1. This is written to detail the additional terms of an Agreement whereby North Star Place Branding & Marketing (hereinafter referred to as North Star) is to develop a BrandPrint™ and conduct marketing services for the the City of Oroville (hereinafter also referred to as the Client) under the general direction of and for the benefit of the Client.
2. North Star's compensation in Year 1 will be derived from the sources below:
 - a. North Star will provide brand research and development for the Client. The general outline of such a document is within the pages that follow in this Exhibit.
 - b. A fee of \$77,000 will be paid to North Star for third party research expenditures and for time involved in the production of a BrandPrint™ which is not to exceed four hundred and sixteen (416) hours. The agreed upon maximum four hundred and sixteen (416) hours to be dedicated to the project will be the governing factor in the depth of the Document. North Star expects to complete the scope of work within this allotment of hours and will not exceed the maximum number of hours for the project outlined in Exhibit A or the time period forecasted (36 weeks).
 - c. Any additional requests of North Star beyond the agreed upon Document and designated hours will be billed at the blended rate of \$185.00 per hour. Should additional work be requested, for work beyond the scope of this Agreement, North Star will receive written approval of the additional related cost prior to initiating work.
3. Fee Schedule: North Star will invoice the Client \$25,666 at the beginning of the project. The next 33% (\$25,667) will be invoice at the completion of the Research and Strategy Presentation. The remaining 33% (\$25,667) will be invoiced at project completion. Travel expenses will be billed as incurred on a passthrough basis. A service charge of 1-1/2% (18% per annum) will be charged on all sums not paid within a 30-day period after the date of billing. The Client agrees to pay all costs of collection and a reasonable attorney's fee incurred in the collection of past due accounts. Budgets and fee schedule for Years 2 & 3 will be mutually decided upon by Client and City at the end of Year 1.
4. Notwithstanding any other provisions hereof, North Star or the Client may terminate this Agreement at any time upon fifteen days written notice to either parties. If termination of the Agreement is requested by the Client prior to completion of the Document, the Client will remain responsible for payment of all hours involved in the preparation of the Document prior to said termination at a rate of \$185.00 per hour. Client will be responsible for payment of any outside cost incurred prior to the termination including costs of materials ordered or delivered thereafter if North Star is unable to halt such delivery. Under no circumstances will North Star be obligated to breach any lawful contractual commitment to others.
5. Upon termination of this Agreement, North Star shall transfer, assign and make available to the Client, or its representatives, all property and materials in its possession or control belonging to the Client and paid for by the Client. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, North Star and Client agree that for the purposes of this order the material shall be a work made for hire and the property of the Client. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event North Star hereby assigns all right, title and interest to said material to Client for the fees specified herein. Concepts, logos and straplines not selected by the Client remain the intellectual property of North Star.
6. The Client agrees to cooperate with North Star in the performance of the Services, including meeting with North Star and providing North Star with such non-confidential information that the Client may have that may be relevant and helpful to North Star's performance of the Services. It may be necessary for the Client to share trade secrets and/or other confidential and/or proprietary information or matter with

North Star. The parties agree that such information and the materials referenced in the contract, the results and developments therefrom are confidential and/or proprietary information belonging to the Client.

North Star agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. North Star will be responsible for its employees or agents complying with the provisions of this Agreement.

7. Stock photography and typography used for the demonstration of creative concepts is not to be reproduced or published in any way without the Client first negotiating usage rights with the appropriate stock image or typography provider.
8. To ensure that the recommended strapline (tagline) is available for use and capable of being trademarked, North Star will conduct a trademark registration search with the United States Patent and Trademark Office via their web site: <http://www.uspto.gov/main/trademarks.htm>. North Star will report any records found relating to the strapline. While North Star can make introductions to intellectual property attorneys and suggest steps to take, the pursuit of an official, legally-binding trademark is the responsibility of the Client. Concepts, logos and straplines not selected by the Client remain the intellectual property of North Star.
9. This Agreement may be modified only upon the written and mutual consent of both parties. This Agreement and the documents referenced herein embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements either verbal or written, between the parties. This procurement is being conducted on behalf of and may be used by other public bodies, agencies, institutions and localities of the several states, territories of the United States and the District of Columbia with the consent of the Contractor.

SCOPE OF WORK

SCOPE OF WORK

Philosophy

North Star's only business focus is destination branding and marketing. As such, we have developed a very strong philosophy on place branding and marketing in our two decades of experience.

North Star will not "create" the brand for Oroville. It already exists in the very DNA of your community. Rather, we will uncover your brand and bring it to life in ways that have meaning for your target audiences. Uncovering Oroville's unique DNA is essential to the success of all the marketing and community-building efforts that follow as a part of this *Community-wide branding effort serving economic development, tourism, residential growth and municipal advocacy goals*. Just as an individual's DNA determines everything from how that person looks to how that person acts (as well as their health and vibrancy), your DNA should be the foundational touchstone for everything in your community from marketing to infrastructure to policy. As such, the heart of any truly impactful brand is a research-driven and authentic DNA Definition.

Once identified, this DNA Definition can drive consistent and powerful communications, focus brand development, shape experiences, impact your environment and more.

Phase 1: Market Research & Brand Strategy

Stakeholder and Community Education

Inclusiveness and early understanding are critical to the smooth implementation of a community brand. Educating your residents, businesses, and stakeholders on the purpose, process, and the possibility of a brand early is the first step in achieving buy-in from these important audiences. Specific attention must be given to your steering committee to ensure that the leaders of this initiative share a vision for the purpose, desired outcomes, and accomplishments of this project. North Star has created an array of

educational tools designed to increase understanding of and support for the Oroville marketing services initiative. To that end, we provide:

Educational Presentation: Live PowerPoint presentation (during the in-market trip) to your stakeholders for purposes of educating and furthering buy-in of community branding. This is not a canned presentation. We will collaborate with the City of Oroville to determine what you want to convey. Then we will craft the presentation to meet those goals.

Educational Site / Brand Story Site: This site serves as an online tool to direct traffic of Oroville residents and stakeholders interested in learning more about the project, getting involved in the research stage, or becoming a champion after the launch of the new brand. Here is an example of a live educational site for Johnson City, TN: brandjc.com

Research

Upon reviewing the existing research provided in the proposal, North Star has identified the following studies to help achieve Oroville's destination branding goals. The added benefit of working with North Star is our existing understanding of the area. We can move more rapidly through the research phase and test, confirm and measure changes in opinion more rapidly. The recommended studies ensure we have the most current sense of the Oroville landscape.

Situation Analysis: This establishes the current lay of the land from the perspective of your critical partners. We administer an online questionnaire to each of your internal groups or partner organizations. We then meet with each group during the in-market visit to more fully understand your primary objectives, general history, current political landscape, resources, competitors, etc. This is an excellent opportunity to engage your regional partners from the onset of the project.

Research, Planning, Communications and Media Audit: We conduct a comprehensive review of your provided relevant research and planning documents. In addition, we review and analyze marketing materials, branding, logos, and messaging from Oroville as well as recent press related to Oroville.

Familiarization Tour: As part of our formal in-market itinerary, we will tour area attractions, meeting facilities, commercial and residential buildings, downtown, hotels/motels, restaurants, entertainment venues, historic areas, sports complexes, natural areas, and retail and visitor centers. We will spend plenty of time exploring and experiencing the region.

Key Stakeholder & Partner Organization Interviews and Focus Groups: Some of our most valuable pieces of insight for the purposes of defining your DNA and crafting your creative work come from these intensive one-on-one interviews and focus groups. With the assistance of project leaders, we want to identify and speak to key stakeholders about Oroville (including officials and staff from Oroville, real estate developers, park officials, board members, business community members, hospitality leaders, nonprofit and civic organizations, young professionals, etc.). *To ensure synergy, we need high levels of engagement from leaders of Explore Butte, Downtown (ODBA) and Oroville Hospital (Oroville Unveiled leaders).* We also want to talk to articulate individuals who are passionate about the community (musicians, writers, artists, coaches, ministers, historians, professors, matriarchs, patriarchs and more). We want to work with Oroville project leaders to ensure minorities and disadvantaged groups are included in these focus groups. Because we can react to the information they give us with original questions, these interviews often lead us down exciting discovery paths not revealed by resident-focused quantitative surveys.

Online Community Survey & Brand Barometer: Giving residents a forum for sharing is important. We use some of the themes identified in the Familiarization Tour to craft a quantitative survey posted online for community-wide

participation. The brand barometer, conducted as a part of the community survey measuring perceptions of community assets and growth areas, measures the strength of Oroville's resident advocacy relative to the rest of the United States as a place to live, work and play. In other words, how likely your residents are to advocate the community for starting a business or planning a visit. We promote this survey using traditional and social media. Fascinating similarities and differences between leadership perspectives and resident perspectives are often revealed.

Influencer Perception Study: North Star conducts qualitative, in-depth phone interviews with professionals outside Oroville to uncover contextual perspectives. In collaboration with the Oroville project team, we compile a list of 20 (complete at least 5) identified potential interviewees from a target pool of elected officials, third party site selectors, business executives in your preferred industries, tour operators, regional and state level executives in economic development and tourism, and other external influencers you identify.

Consumer Awareness & Perception Study: This survey is conducted using a statistically significant random sampling of consumers and non-consumers in two outside markets using research panels. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer and non-consumer groups. For instance, perceptions and attitudes for those who have visited Oroville will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation. This study measures:

- Overall awareness and perceptions of Oroville
- Overall awareness and perceptions of competitor cities
- Measurements of Oroville's delivery of quality of life indicators
- Consumer experiences in Oroville
- Attitudes regarding Oroville's strengths and weaknesses
- Consumer opinions regarding what needs to be added or taken away
- Changes in consumer perceptions of Oroville after visiting
- Patterns of visitation activities associated with consumers' primary purpose of visitation

Competitive Positioning Review: A brand message and marketing strategy analysis evaluates Oroville's position relative to the competition in the greater region and the state - on both tourism and economic development levels.

Insights & Strategy

Our insights come from asking a number of thought-provoking questions: What brand "story" does the research say? What emotional attachments can the brand hold? What are Oroville's core values? How does the brand fit into the consumer's lifestyle? How can the brand best be used to elicit Oroville's desired emotional/behavioral responses? It is from these insights that we determine the positioning of the comprehensive place brand.

These insight questions are gathered in a succinct storyline that leads directly to Oroville's strategic brand platform (DNA Definition). This platform is the critical touch point for all branded activity moving forward. For maximum brand impact, all efforts, thoughts, communications, and actions should literally and symbolically support its essence.

Situation Brief & Insight Development: We get our sharpest minds together at one time to review all of the research findings. Data on its face has limited value, but the connections between data points open up understanding and opportunity. The entire North Star team weaves together these connections into a compelling set of insights that start to tell the Oroville story.

DNA Definition (Positioning Statement): Based on those insights, a guiding statement for the management and development of your brand is created. This definition should serve as the touch point for all Oroville marketing activities moving forward. Many of our communities reference their DNA Definition when making decisions about everything from policy to infrastructure improvement to promotions. This DNA Definition would be unique to Oroville as a tourist destination. Included in your DNA definition is:

- Target audience:* For whom the City of Oroville has the most appeal.
- Frame of reference:* Geographic context of the City of Oroville
- Point of difference:* What makes the City of Oroville special.
- Benefit:* Why it should matter to the consumer.

Research and Strategy Presentation This represents a critical juncture in the project. We prepare a comprehensive review of all relevant research, insights, and recommended DNA Definition.

A preview of this presentation is shared with key branding committee members for editing and fine-tuning. The collaboratively perfected presentation is made in-person to the City of Oroville staff and committee, and the accompanying report is shared digitally. DNA Definition approval is required before proceeding.

Phase 2: Creative

Creativity

In this stage, the insights and strategy are transformed into tangible creative products that embody Oroville. An in-depth Creative Brief and a Creative Workshop guide this process. Straplines, logos, color, and messaging (with graphic standards) are created. Additional deliverables will be developed to express the new brand identity in the context of its future use.

Creative Workshop: A collaborative, interactive meeting between the North Star team and the City of Oroville team/committee (a group of your choosing) will explore the roles of different creative elements and identify creative preferences. Our goal is to most effectively hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers, and art directors. This meeting is always a lot of fun for everyone involved.

Strapline & Rationale (5): A strapline is not the be-all and end-all for your brand. But it is the start of the story. Depending on how safe or edgy you want to be, Oroville straplines can capture people’s attention immediately and pique their curiosity or they can serve as a solid, hard-working tool that starts the job of positioning Oroville in the minds of consumers. North Star will provide a minimum of five different straplines, along with rationales for the strengths of each line. We also conduct trademark and Google searches to ensure the availability of each line. This is a critical step and one often overlooked by many professionals. There is nothing more frustrating than getting to the end of the project with a strapline that is not available to you!

Logos (5): We will present a minimum of five logo options for the City of Oroville that represent a variety of concepts, including an evolution of your current logo. We will provide two rounds of revisions to your selected logo. We further design this logo with and without the state name and with and without the strapline in vertical and horizontal lockups, representing all the different ways you could use it. North Star allows for two rounds of client revisions.

Color Palettes (2): We start by developing logos in black and white to reduce color bias. But once your logo decision is made, we open up the possibilities visually by allowing you to select between two very different palettes. This is a key decision in how your visual brand identity will “feel” since color evokes emotion.

Looks (2): We craft two entirely different visual looks that allow you to choose how your brand will be conveyed in terms of headlines, photography style, special graphic elements, detailing and copy points. We will also provide a round of revisions for the look of your choice to ensure it reflects your exacting standards. The Creative Committee will select one look, and it will be applied to all subsequent deliverables.

Brand Style Guide: This guide contains all the necessary information for using your logo, color palette, typefaces, language and other foundational creative elements to ensure consistency across all mediums. We provide a digital version as well as working InDesign files so you can edit the guide as necessary.

Custom Deliverables (8-10): To assist in the communication of the final brand concept, we will work with you to identify a list of 8-10 custom deliverables that target your specific Goals. This is a powerful addition as it brings the logo and design to life through elements in the real world. The production of associated materials remains outside of this scope — the deliverables are visual examples. Options include, but are not limited to:

Website and Social Media Design • Templates (Reports, Presentations, Email, etc.)
Billboards Print & Digital Advertising • Visitor Center Design • Partner Recruitment & Co-branding
Visitor Guide Merchandise (Apparel, Outdoor Gear, etc.) • Interior & Exterior Signage

Final Report and Presentation: We compile your brand into a final oral presentation that summarizes the research, takes viewers through the foundational creative development (narrative, strapline, logo and color palette), and through the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in and a clean beginning to the ongoing implementation of your brand. Your final report will show the research, strategy, creative work, and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables, and your brand style guide.

Phase III: Action & Implementation

Action & Implementation

Following your brand's development, North Star has the ability to implement a strategic action and communications plan to begin the work of repositioning Oroville in the marketplace. This plan comprises the fundamental action steps that ensure the brand gains traction and maintains momentum. Many of these tasks involve setting up the communication, organization and cooperation that will propel your brand forward. Our goal, and yours, is to make sure that Oroville's brand is the guiding principle for your future, not just a logo and line on your letterhead. This plan will be developed at/around the completion of the brand strategy and include estimated costs/budget and a suggested timeline for implementation for Years 2 & 3.

Community Communication & Rollout Guidance: The first and most important audience for your brand and eventual campaign is your resident and City staff base. To educate them on the process, the outcome and the opportunity the new brand creates, North Star will prescribe a community rollout plan that details the brand and campaign to all interested stakeholders and citizens so that they can see, understand, and embrace it before the wider marketplace launch. This will include engaging those who sign up on the Community Engagement Website to be Brand Ambassadors.

Final Report and Presentation: At the completion of Phase III, we compile your brand into a final presentation that summarizes the research, takes viewers through the foundational creative development (line, logo, look and color palette) and through the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in and a clean beginning to the ongoing implementation of your brand. Your final report will show the research, strategy, creative work and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables and your brand style guide.

Brand Action Ideas: These are high-impact and custom ideas (up to 8) designed to raise the profile of the new City of Oroville brand and bring it to life in every corner of your community. Many of these ideas involve setting up the organization and cooperation that will propel your brand forward, while others serve as inspiration for brand adoption in creative and unique ways.

- Economic Development (marketing, communications, training, outreach, resources, etc. all specifically related to economic development.)
- Private Sector (ideas and tools to engage businesses and private sector organizations.)
- Education (programs with the school district, small business/entrepreneur mentoring, education for front-line hospitality staff, etc.)
- Arts (public art campaigns, partnerships with art organizations, art contests, artists-in-residence programs.)
- Sports (tournaments, events, youth sports, etc.)
- Events (any organized activity that ties back to the brand ranging in scope from festivals to health fairs to career counseling to community clean-up days.)
- Festivals (repackage existing events/festivals or develop new ones that connect to your brand strategy.)
- Tourism (marketing, communications, training, products, packaging, merchandise, etc... all specifically related to tourism.)
- Environmental Applications (look at your community as if it were a canvas.)
- Awards (civic awards, organizational awards, etc.)
- Policy (laws or measures that support the brand strategy.)
- SEO (strategies to increase the visibility of your brand's digital elements via best practices online.)
- Health (community health programs, school-based health initiatives, business-based health initiatives, hospital and health care agency partnerships.)
- Master Planning (design and development of infrastructure and support systems consistent with the brand strategy)

Many of these Brand Action Ideas may be accessible via a best practices knowledge sharing database that North Star is currently developing.

Phase IV: Evaluation & Results Tracking (Future/Optional)

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace, and tracking studies to measure a brand's performance over time. Ideally, evaluation answers two basic questions: Have responses to the brand among target audiences changed in the way the BrandPrint intended? And have these changes resulted in action that will achieve the desired objectives of the brand?

The research studies in this plan are designed to produce benchmarks and results that can be used for comparison with future studies. Additionally, our 20 years of branding experience have shown that true success can be seen in the spread of excitement, inspiration, and innovation surrounding your brand among residents and stakeholders. Lastly, we are always available to answer questions and help with later marketing riddles. We have maintained an ongoing personal and business relationship with most of our clients, some for more than a decade. These tracking studies are outside the proposed scope of work but we wanted the City of Oroville to be aware of their future availability.

We use the following tools to measure tactical effectiveness:

12-Month Follow-Up: We follow up one year after your brand implementation to discuss the successes you have enjoyed and hurdles that you are working to overcome. We provide suggestions and direction for next steps in your continual brand integration.

Consumer Awareness & Perception Post-Study: Through the initial CAP study, you will have gained an in-depth understanding of the brand perceptions of the community among consumers. You will also have an excellent benchmark. By repeating the study, you will be able to easily assess the changes in your reputation in the minds of outsiders, visitors, and potential visitors.

Phase V: Comprehensive Years 2 & 3 Marketing Activation

Years 2 & 3 Marketing Activation Management: North Star's work and expertise extends well beyond creating the destination brand. As a specialist in tourism marketing, our scope will also include forming and assisting with implementation of the marketing action plan - inspired by your brand strategy. North Star will develop a comprehensive marketing strategy following this general framework and potential array of tactics:

- Business objectives (e.g. attraction and event visits, hotel nights, etc.)
- Communications objectives (e.g. awareness, reach, frequency, inquiries, site visits, change perceptions, etc.)
- Target audiences definition, analysis and quantification
- Target audiences key insights
- Key messaging articulation by market segment
- Communication, PR, social media and digital/paid media strategy
- Communication, PR, social media and digital/paid media strategy
- Annualized schedule and sequence of all tactics (month-by-month flowchart)
- Annualized marketing activation budget by tactic
- Program measurement and evaluation (definition of all metrics by tactic)

YEAR ONE PROJECT TIMELINE

Getting Started Call	Week 1
<u>Phase I</u>	
Market Research + Brand Strategy	
Situation Analysis	Weeks 1 - 2
Research & Planning Audit	Weeks 1 - 2
Communication & Media Audit	Weeks 1 - 2
Community Engagement Website	Weeks 1 - 2
In-Market (Tour, Focus Groups, Interviews)	TBD
Online Community Survey & Brand Barometer	Weeks 4 - 8
Qualitative (Influencer) Perception Study	Weeks 6 - 10
Consumer Awareness + Perception Survey	Weeks 8 - 10
Competitive Positioning Review	Weeks 8 - 10
Situation Brief & Insight Development	Week 11
DNA Definition Development	Weeks 11 - 13
Research & Strategy Presentation	Week 14
<u>Phase II</u>	
Creative	
Creative Brief Development (Internal)	Week 15
Creative Workshop/Community Workshop	Week 15
Foundational Creative Development	Weeks 16 - 20
Custom Deliverable Development	Weeks 21 - 25
<u>Phase III</u>	
Action & Implementation	
Community Communication & Rollout Guidance	Weeks 26 - 30
Brand Action Ideas	Weeks 26 - 30
Final Report & Presentation	Weeks 31 - 32
Proposed Timeline	32 Weeks

Timeline is dependent upon an efficient client approval process, which requires that data and feedback from the client is received at key milestones. If the client approval and consensus process takes longer than 36 weeks, North Star will invoice any remaining contracted amount at that time and reserves the right to propose project extension fees at a blended hourly rate.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RUTH WRIGHT, ASSISTANT CITY ADMINSTRATOR
SCOTT HUBER, CITY AND SBF ATTORNEY
ADMINISTRATION DEPARTMENT**

**RE: THIRTEENTH (13TH) AMENDMENT RESOLUTION TO THE
SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT
WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER
RESOURCES**

DATE: JUNE 07, 2022

SUMMARY

The Council may consider a resolution for the 13th Amendment to the Supplemental Benefits Fund (SBF) Implementation Agreement between the City of Oroville, as Fund Administrator of the SBF, and the State of California Department of Water Resources extending the term until July 20, 2022.

DISCUSSION

On May 18, 2022, staff was contacted by DWR regarding the renewal of DWR Agreement No. 460007302. Annually DWR has amended the Agreement for a one-year or two-year period pending the final approval of the license for FERC Project No. 2100. FERC has not approved the approved the license and DWR continues to operate the Oroville Facility under a temporary permit.

A request was made on October 13, 2021, by the City, as the SBF Fund Administrator, requesting a full disbursement of the Settlement Agreement. DWR did not respond to that request. Disbursements, as written and agreed upon in the Settlement Agreement, occur in instalments once the FERC License for Project 2100 is approved.

DWR management has requested a resolution from the City requesting the funding of the remaining funds \$135,000 from the Settlement Agreement as detailed in Exhibit A, Attachment 1, Page 4 of 10, E 1.0-3.0. The terms of the original agreement and the terms of each of the previously approved amendments will remain in place unchanged.

FISCAL IMPACT

There is no fiscal impact to the City of Oroville. SBF funds are administered by the City of Oroville as the Fund Administrator of the Supplemental Benefits Fund.

RECOMMENDATION

Adopt Resolution No. 9058 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND (SBF) IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF OROVILLE AS FUND ADMINISTRATOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR) FOR ADVANCE FUNDING TO THE SBF IN THE AMOUNT OF \$135,000 WHICH REPRESENTS THE BALANCE OF ADVANCE FUNDS AS DETAILED IN THE SETTLEMENT AGREEMENT FOR THE LICENSING OF THE OROVILLE FACILITIES – FERC PROJECT NO. 2100, MARCH 21, 2006, APPENDIX B, SECTION B100 E 3.0

(or)

Provide direction.

ATTACHMENTS

- A - DWR Amendment No. 12 (Previous)
- B - Resolution- 9058
- C - Excerpt from the Settlement Agreement (Page 4)

**OROVILLE CITY COUNCIL
RESOLUTION NO. 9058**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND (SBF) IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF OROVILLE AS FUND ADMINISTRATOR, AND THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES (DWR) FOR ADVANCE FUNDING TO THE SBF IN THE AMOUNT OF \$135,000 WHICH REPRESENTS THE BALANCE OF ADVANCE FUNDS AS DETAILED IN THE SETTLEMENT AGREEMENT FOR THE LICENSING OF THE OROVILLE FACILITIES – FERC PROJECT NO. 2100, MARCH 21, 2006, APPENDIX B, SECTION B100 E 3.0

(Amended Agreement No. 1688-13)

Amendment 13

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

1. The Mayor is hereby authorized and directed to execute the 13th amendment to the Supplemental Benefits Fund Implementation Agreement with the State of California Department of Water resources Agreement No. 1688-13.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 7, 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
RESOLUTION NO. 8857

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, DIRECTING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE SUPPLEMENTAL BENEFITS FUND IMPLEMENTATION AGREEMENT BETWEEN THE CITY OF OROVILLE, AS FUND ADMINISTRATOR, AND THE STATE OF CALIFORNIA DEPARTMENT OD WATER RESOURCES, EXTENDING THE TERM THROUGH JULY 20, 2021

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

Section 1. The Mayor hereby authorized the direction to execute the 12th amendment to the Supplemental Benefits Fund Implementation Agreement with the State of California Department of Water Resources Agreement No. 1688-12

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

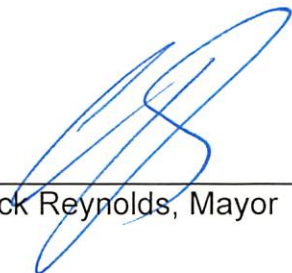
PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on May 21, 2020, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: None



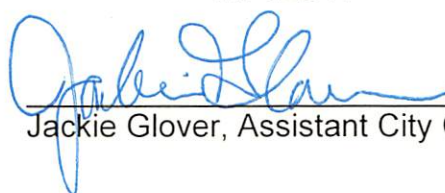
Chuck Reynolds, Mayor

APPROVED AS TO FORM:



Scott E. Huber, City Attorney

ATTEST:



Jackie Glover, Assistant City Clerk

- 10.0 The Steering Committee will hold public meetings as necessary, but no less than annually, to take action on:
- 10.1 development and adoption of the regional Fund Strategic Plan pursuant to Section G;
 - 10.2 review and approval of proposed projects to be funded that meet the criteria of the Fund Strategic Plan;
 - 10.3 approval of the level of funding for approved projects; and
 - 10.4 election of a new chair.

E. DWR Commitment to Establish and Maintain Fund

- 1.0 Subject to the DWR determination required under Section A(2.0), DWR shall establish the Fund that will provide up to \$61,270,000 of unescalated funds, with a combination of initial payments and annual payments as provided below.
- 2.0 After the executed Settlement Agreement is approved by the Department of Finance, the first \$1,935,000 of these funds will be made available in accordance with an annual schedule to be determined by the Fund Administrator in consultation with the Steering Committee. Payments shall be made in arrears upon invoice by the Fund Administrator to DWR of actual expenses up to the total \$1,935,000.
- 3.0 The second \$4,135,000 of these funds, as well as any unexpended funds from those made available pursuant to Section E(2.0), will be transferred as a lump sum to the Fund Administrator upon acceptance by DWR of a new license for the Oroville Facilities with terms and conditions that are consistent with and substantially similar to the provisions set forth in the Settlement Agreement.
- 4.0 DWR shall provide the following unescalated annual payments, as appropriate for the new license term, to the Fund Administrator by June 30 of each year beginning with the first year following DWR acceptance of a new license:
 - 4.1 fifty year term: \$1,000,000 per year;
 - 4.2 forty-five year term: \$900,000 per year;
 - 4.3 forty year term: \$800,000 per year.
 - 4.4 For any license term less than forty years, DWR shall use its discretion to determine the annual payment, if any, which, at a minimum, shall be less than the amount listed in section 4.3 above.



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: BILL LAGRONE, INTERIM POLICE CHIEF / CITY ADMINISTRATOR

RE: PUBLIC SAFETY REPLACEMENT OF DAMAGED AND DESTROYED OFFICE FURNITURE AND VARIOUS APPLIANCES

DATE: JUNE 7, 2022

SUMMARY

The Council will consider the purchase of office furniture and appliances for the Oroville Public Safety facility that were damaged and destroyed

DISCUSSION

The Oroville Police Department has been undergoing a renovation since 2019. In August of 2019, the Oroville Public Safety Facility was damaged when a motorist intentionally drove a vehicle into the front of the building. The facility and its contents sustain water damage as a result. The criminal that drove his vehicle into the front of the building did have minimal insurance and some of the cost for repair were covered; however, the cost has well exceed the limits of the insurance policy.

In November of 2021 a remodel and repair project was published and then awarded to D.H. Slater & Sons, Inc. This remodel and repair included reconfiguration of offices and bring building into compliance with the Americans with Disability Act. These required changes made it necessary to replace old and non-compliant equipment and furniture. The Oroville Police Department facility has been used for 24 hours a day for over the last 39 years. Many of the Department's appliances and workstations have been in use for over 20 years. Many of the workstations are broken and do not meet workplace health and safety requirements.

FISCAL IMPACT

\$52,563 from the Police department budget 2401-6240, Equipment

RECOMMENDATION

1. Authorize and direct staff to execute a one-time purchase from A-1 Appliance for the purchase of appliances in the amount of \$4,798.17; and
2. Authorize and direct staff to execute a one-time purchase from National Business Furniture for the purchase of workstations in the amount of \$47,764.73. CMAS Contract #4-20-71-00970

ATTACHMENTS

1. National Business Furniture Quotes total in the amount of \$47,764.73.
2. A-1 Appliance Quote in the amount of \$4,798.17.



2586 Olive Hwy
(530) 534-3436

Yuba City
1699 Sierra Ave
(530) 443-2520

Rocklin
4381 Granite Dr
(916) 259-1210

INVOICE

Item 11.

OS00023203

Date	Page
Apr 12, 2022	1
Ref #	PO #
Date Printed	Time Printed
Apr 25, 2022	3:18 PM

FAMILY OWNED SINCE 1981

Website: www.shopa1appliance.com
E-Mail: a1appliancehac@yahoo.com

Bill To:
oroville pd
2055 Lincoln St
Oroville, CA 95966
538-2448

Ship To: 5382448
oroville pd
2055 Lincoln St
Oroville, CA 95966
538-2448

Account #	Terms	Invoice Type	Salesperson	Delivery Date	Delivery Time	Status	Carrier
5382448	CHG	Oroville Sales	Jason Goble	May 26, 2022	N/A	SCHED	DEL

QTY	MODEL #	DESCRIPTION	UNIT PRICE	EXT PRICE
1		Fuel Surcharge	10.00	10.00
1	JB750DFBB	RAE GENERAL ELEC, RANGE/ELECTRIC, BB	849.95	849.95
	Serial # : _____			
1	JVM7195DKBB	1,000W\1.9 CUFT\400 CFMSENSOR\STM CLN GENERAL ELEC, MICROWAVE/HOOD COMBO	399.00	399.00
	Serial # : _____			
1	GDT665SGNBB	STAINLESS TUB\TOP CNTRL\THROUGH HNDLL\LONG DR\46 DB GENERAL ELEC, DISHWASHER/BUILT-IN	849.00	849.00
	Serial # : _____			
3	PEB9159DJBB	1,000W\1.5 CUFT\CONV\ADA COMPLIANT GENERAL ELEC, MICROWAVE/BUILT-IN, BB	649.00	1,947.00
	Serial # : _____			
1	DWK	SS DISHWASHER INSTALL KIT	29.99	29.99
1	RC	RANGE CORD	24.99	24.99
1		Installation Labor	350.00	350.00

Thank you for your business

Comments:

- No goods are to be returned without our prior authorization.
- All products remain the property of A-1 Appliance until paid in full.
- 3% service charge per month will be added on overdue accounts.
- All orders require a 50% deposit before ordering.
- All products authorized for return will be subject to a minimum 25% restocking charge.
- No claims allowed after receipt of goods unless damage is noted on delivery copy.
- All orders must be paid in full prior to delivery. X_____
- Installation not included.
- Electrical parts are non-returnable.

SUB TOTAL	4,459.93
ORO	338.24
TOTAL	4,798.17
PAYMENT	0.00
BALANCE	4,798.17

Accepted



NATIONAL BUSINESS FURNITURE

Order # MK560231

National Business Furniture, LLC
 770 South 70th Street Milwaukee, WI 53214
 phone (800) 558-1010 x fax: (800) 329-9349

Item 11.

Ship-To Address *gzarate@oropd.org*

GIL ZARATE
 OROVILLE POLICE DEPARTMENT
 2055 LINCOLN STREET
 OROVILLE, CA 95965
 (530) 538-2465

Source: OS0007
 Cat: 86-C
 Cust#: AV2370

Bill-To Address *gzarate@oropd.org*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
44290	6	Wood Side Chair	Mahogany Wood/Black Frame	1-2 Wks	\$198.00	\$183.33	\$1,099.98
56009	6	Armless Mesh Back Big and Tall	Black Vinyl Seat/Black Mesh Back/Black Frame	1-2 Wks	\$469.00	\$384.58	\$2,307.48
	1	LIFETIME GUARANTEE			FREE		

Important Information:

Customer: Your local sales associate is Elizabeth Antonini

DELIVERY LEVEL - TAILGATE DELIVERY, YOU WILL NEED PERSONNEL OR EQUIPMENT TO LOWER THE ITEMS FROM THE TRUCK AND BRING THEM INSIDE. PLEASE CONTACT US IF INSIDE DELIVERY IS REQUIRED

Need a copy of our W-9? Please visit our website at:

<https://www.nbf.com/Customer-Services/FAQs/Duns-and-Federal-Tax-Identification-Numbers>

Merchandise	\$4,002.00
Total Discount	594.54
Merchandise Subtotal	3,407.46
Shipping & Handling	452.76
Subtotal	3,860.22
Total Tax	0.00

Customer PO#:	Quoted By: ELIZABETH ANTONINI	Ext:	On: 04/23/21	Page 1	Order Total	\$3,860.22
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149



NATIONAL BUSINESS FURNITURE

Quote # QL294626 (v3)

National Business Furniture, LLC
 770 South 70th Street Milwaukee, WI 53214
 phone (800) 558-1010 x fax: (800) 329-9349

Item 11.

Ship-To Address *gzarate@oropd.org*

GIL ZARATE
 OROVILLE POLICE DEPARTMENT
 2055 LINCOLN STREET
 OROVILLE, CA 95965
 (530) 538-2465

Source: OS0007
 Cat: 86-C
 Cust#: AV2370

Bill-To Address *gzarate@oropd.org*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
14764	1	Mark this item for Deputy Chief -Office 113 Bow Front Desk	Classic Cherry Laminate/Soft Black	10-11 Wks	\$999.00	\$829.17	\$829.17
30895	1	Lateral File w/Lock	Classic Cherry Laminate/Soft Black	10-11 Wks	\$599.00	\$497.17	\$497.17
30896	1	Lateral File w/Hutch	Classic Cherry Laminate/Soft Black	10-11 Wks	\$929.00	\$771.07	\$771.07
36962	2	Wall Cabinet with Silver Doors	American Dark Cherry/Silver Doors	6-8 Wks	\$399.00	\$318.98	\$637.96
57181	2	Armless Fabric Stack Chair	Granite Rock Fabric/Black Steel Frame	6-8 Wks	\$299.00	\$245.18	\$490.36

Merchandise	\$24,638.00
Total Discount	4,794.70
Merchandise Subtotal	19,843.30
Shipping & Handling	3,319.08
Additional Services	4,998.53
Subtotal	28,160.91
Total Tax	0.00
Order Total	\$28,160.91

Customer PO#: **Quoted By:** ELIZABETH ANTONINI **Ext:** **On:** 05/16/22 **Page 1**

Continued on next page...



NATIONAL BUSINESS FURNITURE

Quote # QL294626 (v3)

National Business Furniture, LLC
 770 South 70th Street Milwaukee, WI 53214
 phone (800) 558-1010 x fax: (800) 329-9349

Item 11.

Ship-To Address *gzarate@oropd.org*

GIL ZARATE
 OROVILLE POLICE DEPARTMENT
 2055 LINCOLN STREET
 OROVILLE, CA 95965
 (530) 538-2465

Source: OS0007
 Cat: 86-C
 Cust#: AV2370

Bill-To Address *gzarate@oropd.org*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
16099	1	Mark this item for Office One -Window Counter Corner Desk Mod Panel 60x60	Gray Laminate Top & Edge/Brushed Nickel Steel Legs/Frame/Electric Motor	10-11 Wks	\$1,629.00	\$1,286.58	\$1,286.58
30626	1	Two Drawer Lateral File	Gray Laminate/Brushed Nickel Handles	10-11 Wks	\$689.00	\$548.58	\$548.58
34561	2	Box/Box/File Pedestal	Gray Laminate/Brushed Nickel Handles	10-11 Wks	\$389.00	\$302.58	\$605.16
36962	3	Wall Cabinet with Silver Doors	Artisan Gray/Silver Doors	6-8 Wks	\$399.00	\$318.98	\$956.94
16099	1	Mark this item for Office Two -Window Counter Corner Desk Mod Panel 60x60	Gray Laminate Top & Edge/Brushed Nickel Steel Legs/Frame/Electric Motor	10-11 Wks	\$1,629.00	\$1,286.58	\$1,286.58

Merchandise	\$24,638.00
Total Discount	4,794.70
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34561	2	Box/Box/File Pedestal	Gray Laminate/Brushed Nickel Handles	10-11 Wks	\$389.00	\$302.58	\$605.16
36962	3	Wall Cabinet with Silver Doors	Artisan Gray/Silver Doors	6-8 Wks	\$399.00	\$318.98	\$956.94
16379	1	Mark this item for Marci-Office 3 L Desk w/Adj Ht Rgt Return 72"	Concrete	10-11 Wks	\$2,269.00	\$1,841.77	\$1,841.77
34556	1	Mobile Pedestal	Concrete Laminate/Black Accents	10-11 Wks	\$549.00	\$439.07	\$439.07
36743	1	Wardrobe with Lateral File	Concrete Laminate/Black Accents	10-11 Wks	\$1,399.00	\$1,144.57	\$1,144.57
36962	1	Wall Cabinet with Silver Doors	Artisan Gray/Silver Doors	6-8 Wks	\$399.00	\$318.98	\$318.98



Merchandise	\$24,638.00
Total Discount	4,794.70
Merchandise Subtotal	19,843.30
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Bill-To Address *gzarate@oropd.org*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
57181	2	Armless Fabric Stack Chair	Granite Rock Fabric/Black Steel Frame	6-8 Wks	\$299.00	\$245.18	\$490.36
44024	1	Mark this item for Staff Breakroom Two Round Table Sets	Graphite Nebula Table Top/Black Vinyl Seat/Cherry Wood Back/Black Frame	1-2 Wks	\$1,739.00	\$1,425.98	\$1,425.98
44216	4	Circle Back Chair	Black Vinyl/Cherry Wood Back/Black Frame	1-2 Wks	\$159.00	\$130.38	\$521.52
44229	1	36" Round Bar Table w/ X Base	Graphite Nebula/Black Edge and Frame	1-2 Wks	\$349.00	\$269.78	\$269.78
40583	1	Mark this item for Conference Room Boatshape Conference Table-8'	Mahogany Laminate/Black T Mold/Black Paint	6-8 Wks	\$1,879.00	\$1,540.78	\$1,540.78

Merchandise	\$24,638.00
Total Discount	4,794.70
Merchandise Subtotal	19,843.30
Shipping & Handling	3,319.08
Additional Services	4,998.53
Subtotal	28,160.91
Total Tax	0.00

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Source: OS0007
 Cat: 86-C
 Cust#: AV2370

Bill-To Address *gzarate@oropd.org*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
50988	8	Managers Chair	Black Faux Leather/Black Base	2-3 Wks	\$289.00	\$228.78	\$1,830.24

Important Information:

Customer: Your local sales associate is Elizabeth Antonini

Customer: Your local sales associate is Elizabeth Antonini

Customer: Your local sales associate is Elizabeth Antonini

DELIVERY LEVEL - INSIDE DELIVERY, INSTALLATION AND DEBRIS REMOVAL

Customer: Your local sales associate is Elizabeth Antonini

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Customer: Your local sales associate is Elizabeth Antonini

Pricing is based on items and quantities quoted. Any changes will affect quoted price.

Price reflects quoted discount, valid for 10 days from 5/16/2022, with the exception of dated sales and promos.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Merchandise	\$24,638.00
Total Discount	4,794.70
Merchandise Subtotal	19,843.30
Shipping & Handling	3,319.08
Additional Services	4,998.53
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Order Total	\$28,160.91

Customer PO#: _____ **Quoted By:** ELIZABETH ANTONINI **Ext:** _____ **On:** 05/16/22 **Page** 5

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Continued on next page...



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 OROVILLE, CA 95965
 (530) 538-2465

Source: OS0007
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 Cust#: AV2370

Bill-To Address *gzarate@oropd.org*

SAME

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Merchandise Subtotal	19,843.30
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Customer PO#:	Quoted By: ELIZABETH ANTONINI	Ext:	On: 05/16/22	Page 6	Order Total	\$28,160.91
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NATIONAL BUSINESS FURNITURE

Quote # QL293717 (v1)

National Business Furniture, LLC
 770 South 70th Street Milwaukee, WI 53214
 phone (800) 558-1010 x fax: (800) 329-9349

Item 11.

Ship-To Address *ctenns@orofd.org*

CHRIS TENNS
 FIRE CHIEF
 OROVILLE FIRE DEPARTMENT
 2055 LINCOLN ST.
 OROVILLE, CA 95966
 (530) 538-2480

Source: OS0007
 Cat: 86-C
 Cust#: AZ7840

Bill-To Address *ctenns@orofd.org*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
13346	1	Mark this item for Not Assigned L Desk Left Return	Chestnut Cherry	Ships Today	\$1,899.00	\$1,576.17	\$1,576.17
30807	1	Two Drawer Lateral File	Chestnut Cherry	Ships Today	\$849.00	\$704.67	\$704.67
50833	1	Big & Tall Faux Leather Chair	Black Faux Leather/Canopy Mahogany Finish	Ships Today	\$839.00	\$671.47	\$671.47
50838	3	Oversized Guest Chair	Black Faux Leather/Titanium Frame	Ships Today	\$199.20	\$165.34	\$496.02
51427	2	Guest Chair	Black Faux Leather/Mahogany Wood Finish	Ships Today	\$479.00	\$380.97	\$761.94
57283	4	Faux Leather Exec Chair	Black Pure Faux Leather/Titanium Finish	Ships Today	\$391.20	\$324.70	\$1,298.80

Merchandise	\$19,155.95
Total Discount	3,314.58
Merchandise Subtotal	15,841.37
Shipping & Handling	1,620.21
Additional Services	2,037.50
Subtotal	19,499.08
Total Tax	1,306.91

Customer PO#: _____ **Quoted By:** ELIZABETH ANTONINI **Ext:** _____ **On:** 03/28/22 **Page** 1 **Order Total** \$20,806.99



NATIONAL BUSINESS FURNITURE

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Source: OS0007
 Cat: 86-C
 Cust#: AZ7840

Bill-To Address *ctenns@orofd.org*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
NBFCUST	1	GLASS TOPS FOR OFFICE DESKS	4 SETS GLASS TOPS, DELIVERY/SET UP INCL.	1-2 Wks	\$1,598.55	\$1,326.80	\$1,326.80
15928	1	Mark this item for Office 3-Captains Office Double Pedestal Executive Desk	Espresso	Ships Today	\$1,629.00	\$1,352.07	\$1,352.07
15935	1	Lateral File 2 Drawer	Espresso	Ships Today	\$799.00	\$663.17	\$663.17
15928	1	Mark this item for Batallion Chief -Office 2 Double Pedestal Executive Desk	Espresso	Ships Today	\$1,629.00	\$1,352.07	\$1,352.07
15935	5	Lateral File 2 Drawer	Espresso	Ships Today	\$799.00	\$663.17	\$3,315.85

Merchandise	\$19,155.95
Total Discount	3,314.58
Merchandise Subtotal	15,841.37
Shipping & Handling	1,620.21
Additional Services	2,037.50
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 Cust#: AZ7840

Bill-To Address *ctenns@orofd.org*

SAME

Item #	Qty	Description	Options	Lead Time	Catalog Price	Discount Price	Total Merch
13345	1	Mark this item for Chief's Office -Office 1 L Desk with Left Return	Espresso	Ships Today	\$2,199.00	\$1,825.17	\$1,825.17
13473	1	4' W Stand Up Desk	Espresso Finish	1-2 Wks	\$599.00	\$497.17	\$497.17

Important Information:

DELIVERY LEVEL - INSIDE DELIVERY, INSTALLATION AND DEBRIS REMOVAL

Customer: Your local sales associate is Elizabeth Antonini

YOUR ORDER IS MADE-TO-ORDER AND NON-RETURNABLE.

Pricing is based on items and quantities quoted. Any changes will affect quoted price.

Price reflects quoted discount, valid for 10 days from 3/28/2022, with the exception of dated sales and promos.

Sales Tax will be included only for shipments into locations where we are registered to collect sales tax. Customer may be liable for self-assessment if shipment is into a location where we are not registered to collect tax. If you feel any taxes are charged in error, please make sure we have received the proper exemption documentation. All documentation will be reviewed to ensure it meets state & local requirements prior to removing any taxes.

Need a copy of our W-9? Please visit our website at:
<https://www.nbf.com/Customer-Services/FAQs/Duns-and-Federal-Tax-Identification-Numbers>

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Total Discount	3,314.58
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CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: RUTH WRIGHT, ASSISTANT CITY ADMINISTRATOR, ADMINISTRATIVE SERVICES

RE: 2022-23 PRELIMINARY BUDGET

DATE: JUNE 07, 2022

SUMMARY

The Council will receive the 2022/2023 Preliminary Budget for review prior to the public hearing set for June 21, 2022.

DISCUSSION

The Council is presented a Preliminary Budget, which reflects staff analysis and recommendations, as well as direction given to staff. The Adopted Budget will reflect any changes from direction given. The Budget, if adopted on June 21, 2022, will be the City's working Budget.

The Preliminary Budget can be viewed at the City's website:
<http://www.cityoforoville.org/services/finance-department/city-budget>

MAJOR HIGHLIGHTS

Fund closures

In an effort to make our fund structure as efficient as possible staff has always worked to keep the fewest number of funds necessary to account for all activities to a minimum. A few funds that are not necessary are slated to be closed at year end. These funds are:

Fund 600, Agency Fund – new Generally Accepted Standards require this fund to be closed. This fund has held deposits payables that isn't considered City money. Staff has identified the correct funds and has moved these payables to the appropriate funds. For example, hangar deposits are now reported in the Airport Fund.

Fund 520, Vehicle Maintenance Fund – this fund has been used to account for City expenses related to upkeep and repairs on City vehicles. It has been included with the City's Internal Service Funds. This is not a requirement, so staff is recommending that

the Vehicle Maintenance fund be closed and a new department in the General Fund be created for Vehicle Maintenance expenses.

Fund 510, Stores Revolving Fund – This is an unnecessary fund that report Citywide office expenses like paper purchases. At the end of each month the expenditures are moved out to the appropriate departments. Expenditures are less than 30,000 annually. Staff is recommending this fund be close and office expenses be allocated to the correct departments at the time of purchase.

Fund 105, Annexation Fund – This is an inactive fund that has had no activity in years. Staff recommends it be formally closed.

New Fire Contract for Services

Beginning July 1, 2022, the City will be contracting out for Fire Services. This contract has been reflected in this current budget draft. Costs have shifted from Salaries and Benefits to Outside Services with another Governmental Agency, Cal Fire. Costs include an annual contract amount of \$4,932,044. Operating costs have been estimated at \$111,500 and Transitional Costs are estimated to be \$1,074,998 which includes employee buyout costs and lingering pension costs. There has been no cost for Fire services allocated to the District Tax Fund.

Road Maintenance, road rehabilitation continues to be a high priority for the City and included in this budget. The City utilizes many sources for road maintenance and is getting many projects done. Careful planning and monitoring have made road projects successful in the prior year. The City is planning for this year and future years projects in a methodical approach.

FISCAL IMPACT

None

RECOMMENDATION

Receive the 2022-23 Preliminary Budget

ATTACHMENTS

2022-23 Preliminary Budget

**CITY OF OROVILLE
ANNUAL BUDGET
FOR THE
FISCAL YEAR
2022-2023**



CITY OF OROVILLE

LIST OF OFFICIALS

CITY COUNCIL

Mayor, **Chuck Reynolds**

Vice Mayor, **Scott Thomson**

Council Member, **Janet Goodson**

Council Member, **Art Hatley**

Council Member, **David Pittman**

Council Member, **Eric Smith**

Council Member, **Krysi Riggs**

CITY OFFICIALS

Elected

City Treasurer, **Karolyn Fairbanks**

Appointed

City Administrator, **Bill LaGrone**

City Attorney, **Scott E Huber**

Assistant City Administrator-Administrative Services Director, **Ruth Wright**

Director of Code Enforcement, **Ron Belser**

Director of Business Assistance and Housing, **Amy Bergstrand**

Assistant Community Development Director, **Dawn Nevers**

Interim Police Chief, **Bill LaGrone**

Acting Fire Chief, **Chris Tenna**

Special Development Projects, **Tom Lando**

MAYOR AND CITY COUNCIL MEMBERS

The City Council is composed of the Mayor,
and six Council Members.

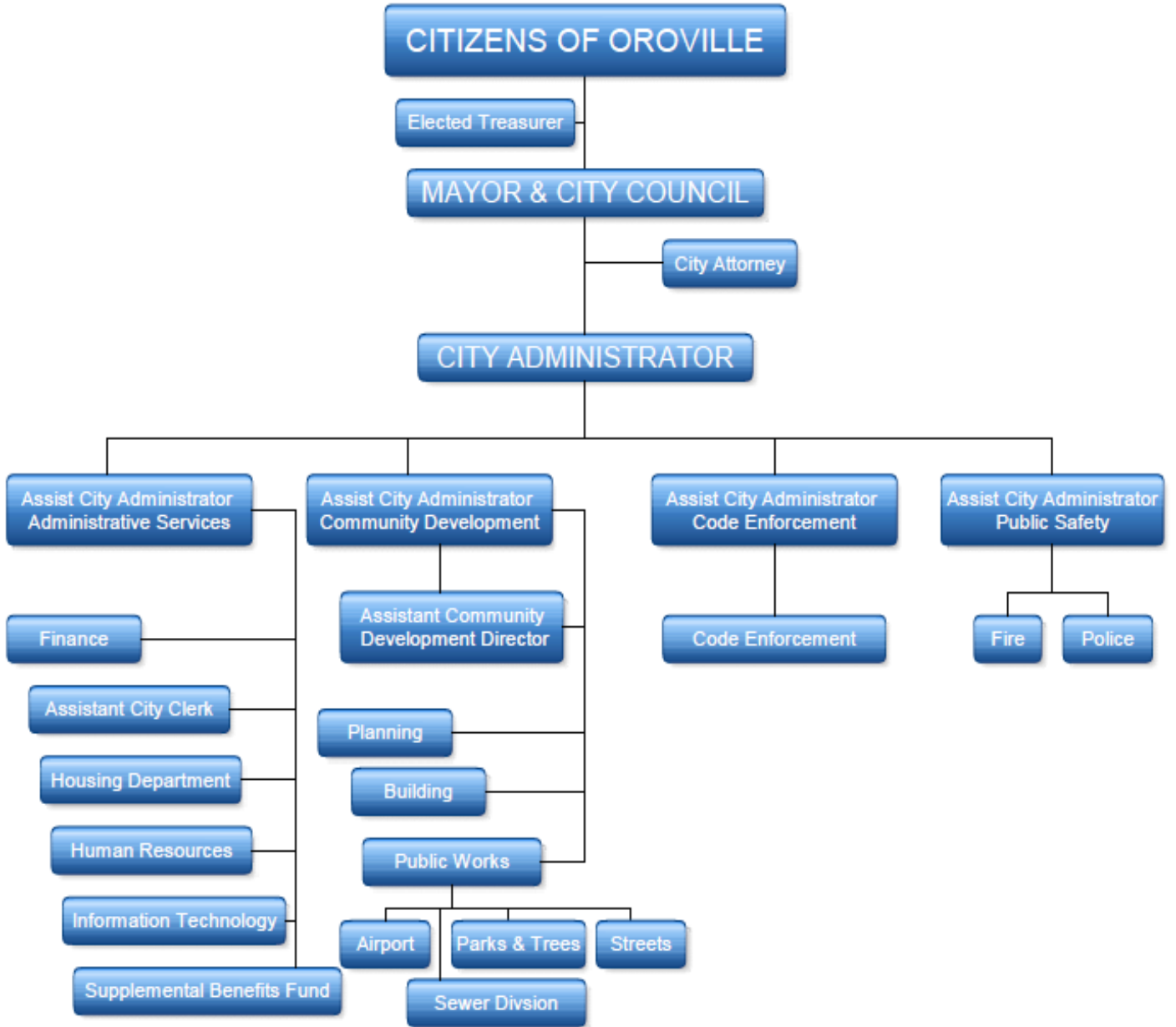
As a legislative body, the Council determines levels of service to the community to promote and protect health, safety, and welfare of the citizens.



Left to right: Council Members, Art Hatley, David Pittman, Krysi Riggs, Scott Thomson, Mayor Chuck Reynolds, Council Member Janet Goodson, and Council Member Eric Smith

CITY OF OROVILLE

Organization Chart





Mission Statement

The City of Oroville is dedicated to serving the public, ensuring the safety and vitality of the community, and promoting prosperity for all.

Vision Statement

The City of Oroville will be a vibrant and thriving Community with strong economic, recreational, and cultural opportunities.

Core Values

- Integrity & Honesty
- Professionalism
- Respect for Others
- Customer Service
- Open Communication
- Accountability
- Teamwork/Cooperation

**CITY OF OROVILLE
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General Fund Detailed Budgets by Department and Major Categories

ALL FUNDS SUMMARY

Item 12.

FUND	Fund #	Beginning Fund Balance	Revenues & Sources	Expenditures & Uses	Ending Fund Balance
General Fund	100	\$ 7,324,891	\$ 21,725,514	\$ 21,725,514	\$ 7,324,891
1% District Sales Tax Fund	102	6,455,682	7,791,150	10,051,023	4,195,809
Special Revenue Funds					
Asset Seizures	106	157,397	368	5,000	152,765
Local Transportation	107	639,589	490,576	510,000	620,165
Local Transit	108	-	-	-	-
PEG Fee Fund	110	113,814	27,957	80,000	61,771
CASp Fund	111	19,575	1,261	5,000	15,836
Pension Stabilization Fund	112	4,679,005	81,600	24,000	4,736,605
Recycling Fund	113	33,776	31,330	51,552	13,554
Gas Tax RSTP Fund	115	348,978	236,829	500,000	85,807
Special Gas Tax	117	542,274	887,885	887,885	542,274
Supplemental Benefit Fund	120	1,933,713	137,000	2,010,500	60,213
Impact Fee Funds					
Drainage Impact Fee Fund	130	1,343,472	352,582	1,001,000	695,054
Fire Suppression Impact Fee Fund	131	336,738	170,643	301,000	206,381
Development Impact Fee Fund	132	766,121	393,943	1,001,000	159,064
Law Enforcement Impact Fee Fund	133	452,853	260,718	10,000	703,571
Park Development Fee Fund	134	1,760,640	647,812	10,000	2,398,452
Technology Fee Fund	135	338,427	119,135	310,000	147,562
Thermalito Drainage Fee Fund	136	518,967	1,215	-	520,182
Traffic Impact Fee Fund	137	3,377,188	303,683	10,000	3,670,871
Grant Funds					
Planning Grants	152	34,478	200,000	200,000	34,478
Police Supplemental Law Enforcement	153	231,452	176,363	245,000	162,815
Public Safety Augmentation	154	237,884	148,364	350,000	36,248
Special Districts					
Landscape/Lighting Maintenance Dist	170	62,239	134,781	118,894	78,126
Benefit Assessment Districts	190	19,969	952	26,812	(5,891)
Westside Public Safety Facility 2006-1	200	766,023	90,587	3,050	853,560
Public Safety Services 2006-2	201	807,385	88,950	3,050	893,285
Business Assistance/Housing Development					
Housing Program Fund	221	2,135,181	698,236	480,930	2,352,487
Home Grant Fund	222	546,447	1,119,717	1,810,032	(143,868)
Community Dev. Block Grants	223	116,480	460,739	486,728	90,491
EDBG Grant	224	138,889	503,713	363,603	278,999
CalHome	225	252,733	93,630	93,304	253,059
USDA	226	-	-	-	-
Housing Rehabilitation (CDBG)	227	1,319,854	45,120	115,000	1,249,974
EDBG Revolving Loan Fund	228	43,326	101	43,427	-
CDBG Program Income	229	995,055	782,935	448,040	1,329,950
Subtotal		\$ 38,850,495	\$ 38,205,389	\$ 43,281,344	\$ 33,774,540

ALL FUNDS SUMMARY

Item 12.

FUND	Fund #	Beginning Fund Balance	Revenues & Sources	Expenditures & Uses	Ending Fund Balance
Business Assistance/Housing Continued					
Cal Home Revolving Loan Fund	230	1,099,958	94,823	282,000	912,781
Home Revolving Loan Fund	231	730,916	1,021,020	1,706,787	45,149
RBEG	232	28,108	1,692	-	29,800
City Revolving Loan	233	252,027	1,330	75,000	178,357
Debt Service Fund					
City Debt Service Fund	250	48,155	1,586,490	1,568,030	66,615
Capital Funds					
Capital Asset Replacement Fund	300	1,516,921	1,503,379	2,000,000	1,020,300
Building/Facilities Cap Improv Fund	302	2,950,848	1,504,095	2,500,000	1,954,943
Capital Projects	303	1,599,927	5,511	1,600,000	5,438
Capital Projects (Bond Proceeds)	304	916,106	2,819	900,000	18,925
Enterprise Funds					
Sewer Fund	400	13,135,944	4,700,472	6,466,703	11,369,713
Airport Fund	420	5,272,992	808,413	1,106,400	4,975,005
Internal Service Funds					
Stores Revolving	510	-	-	-	-
Vehicle Maintenance	520	-	-	-	-
Workers Compensation	530	372,713	481,029	448,500	405,242
Unemployment Self-Insurance	540	166,189	30,400	22,000	174,589
Self-Insurance Vision Plan	550	44,728	5,700	22,000	28,428
Other					
Successor Agency	560	2,223,362	1,640,619	1,590,819	2,273,162
Subtotal		<u>30,358,894</u>	<u>13,387,792</u>	<u>20,288,239</u>	<u>23,458,447</u>
TOTAL		<u><u>\$ 69,209,389</u></u>	<u><u>\$ 51,593,180</u></u>	<u><u>\$ 63,569,583</u></u>	<u><u>\$ 57,232,987</u></u>

SUMMARY OF PERSONNEL

Item 12.

DEPARTMENT POSITION TITLE	21-22 Funded Positions	Change from prior year	22-23 Funded Positions
ADMINISTRATION			
CITY ADMINISTRATOR	0.90		0.90
SENIOR ADMINISTRATIVE ASSISTANT	0.25	-	0.25
MAYOR AND CITY COUNCIL	7.00	-	7.00
TREASURER	1.00	-	1.00
DEPUTY CITY CLERK	-	1.00	1.00
CLERICAL INTERN	-	0.40	0.40
BUILDING MAINTENANCE TECHNICIAN II	0.48	(0.22)	0.26
TOTAL ADMINISTRATION	9.63	1.18	10.81
ADMINISTRATIVE SERVICES			
ASSISTANT CITY ADMIN-ADMIN SVCS	1.00	-	1.00
ACCOUNTING ANALYST	1.00	-	1.00
ACCOUNTING TECHNICIAN I	2.00	1.00	3.00
ACCOUNTING TECHNICIAN III	2.00	(1.00)	1.00
ASSISTANT CITY CLERK	1.00	(1.00)	-
CLERICAL INTERN	0.40	(0.40)	-
HUMAN RESOURCE MANAGER	1.00	-	1.00
HUMAN RESOURCE ANALYST	-	1.00	1.00
HUMAN RESOURCE TECHNICIAN	-	1.00	1.00
INFORMATION TECHNOLOGY MANAGER	1.00	-	1.00
INFORMATION TECHNOLOGY ANALYST	0.50	-	0.50
GIS - GEOGRAPHICAL INFO SYSTEM	1.00		1.00
INFORMATIOIN TECHNICIAN INTERN	0.48	(0.48)	-
TOTAL ADMIN SERVICES	11.38	0.12	11.50
FIRE DEPARTMENT			
DEPUTY FIRE CHIEF	1.00	(1.00)	-
BATTALION CHIEF	2.00	(2.00)	-
FIRE CAPTAIN	3.00	(3.00)	-
FIRE LIEUTENANT	3.00	(3.00)	-
FIRE ENGINEER	5.00	(5.00)	-
FIRE FIGHTER	-	-	-
FIRE FIGHTER - SAFR	4.00	(4.00)	-
FIRE INSPECTOR (PART TIME)	0.25	(0.25)	-
ADMINISTRATIVE ASSISTANT	0.50	(0.50)	-
DISPATCHERS	2.00	(2.00)	-
TOTAL FIRE DEPARTMENT	20.75	(20.75)	-
POLICE DEPARTMENT			
CHIEF OF POLICE	1.00	-	1.00
POLICE LIEUTENANT	1.00	-	1.00
POLICE SERGEANT	4.00	-	4.00
POLICE OFFICERS	16.00	-	16.00
MUNICIPAL LAW ENFORCEMENT OFFICER	9.00	-	9.00
ADMINISTRATIVE ASSISTANT	1.50	(0.50)	1.00

SUMMARY OF PERSONNEL

Item 12.

DEPARTMENT	21-22 Funded Positions	Change from prior year	22-23 Funded Positions
POSITION TITLE			
POLICE DEPARTMENT CONT.			
ADMINISTRATIVE ASSISTANT DISPATCH SUPR	-	1.00	1.00
DISPATCHERS	7.00	-	7.00
RECORDS TECHNICIAN SUPERVISOR	-	1.00	1.00
RECORDS TECHNICIAN	2.00	(1.00)	1.00
RESERVE POLICE OFFICER & PT DETECTIVE	1.00	-	1.00
TOTAL POLICE DEPT	42.50	0.50	43.00
COMMUNITY DEVELOPMENT DIRECTOR	0.34	(0.06)	0.28
ASSIST COMM DEVELOPMENT DIRECTOR	0.21	0.07	0.28
PLAN CHECK ENGINEER	-	1.00	1.00
ADMIN ASSISTANT -PLANNING	0.33	(0.33)	-
COMMUNITY DEVELOPMENT TECH II	-	0.50	0.50
STAFF ASSISTANT -PLANNING	0.33		0.33
BUILDING OFFICIAL	1.00		1.00
BUILDING/FIRE INSPECTOR	1.00	(1.00)	-
CONSTRUCTION INSPECTOR	-	1.00	1.00
COMMUNITY DEVELOPMENT TECH III	-	1.00	1.00
COUNTER TECHNICIAN	1.00	(1.00)	-
ADMIN ASSISTANT- BUILDING & CODE	0.34	(0.34)	-
COMMUNITY DEVELOPMENT TECH II	-	0.30	0.30
STAFF ASSISTANT -BUILDING & CODE	0.34		0.34
ASSISTANT PLANNER	0.48	0.52	1.00
TOTAL PLANNING & DEVELOPMENT SVCS	5.37	1.66	7.03
PUBLIC WORKS - ADMINISTRATION			
PUBLIC WORKS MANAGER SEWER/FLEET	-	0.20	0.20
ASSISTANT CIVIL ENGINEER	-	0.20	0.20
RECYCLING COORDINATOR	-	0.50	0.50
TOTAL PUBLIC WORKS ADMINISTRATION	-	0.90	0.90
PUBLIC WORKS - PARKS & TREES			
COMMUNITY DEVELOPMENT DIRECTOR	0.17	(0.03)	0.14
ASSIST COMM DEVELOPMENT DIRECTOR	0.10	0.03	0.13
PUBLIC WORKS MANAGER - PARKS/TREES	0.50		0.50
LEAD TREE TECHNICIAN	1.00		1.00
PARK MAINTENANCE TECHNICIAN I	-		-
PARK MAINTENANCE TECHNICIAN II	2.00		2.00
BUILDING MAINTENANCE TECHNICIAN II	0.47		0.47
SENIOR ADMINISTRATIVE ASSISTANT	0.25	0.25	0.50
ADMINISTRATIVE ASSISTANT	0.34	(0.34)	-
COMMUNITY DEVELOPMENT TECH II		0.20	0.20
STAFF ASSISTANT	0.34		0.34
ELECTRICIAN	0.18		0.18
ELECTRICAL ASSISTANT	-	0.20	0.20
SEASONAL WORKER	0.33	0.37	0.70
TOTAL PARKS & TREES	5.68	0.68	6.36

SUMMARY OF PERSONNEL

Item 12.

DEPARTMENT POSITION TITLE	21-22 Funded Positions	Change from prior year	22-23 Funded Positions
PUBLIC WORKS - STREETS			
COMMUNITY DEVELOPMENT DIRECTOR	0.17	(0.03)	0.14
ASSIST COMM DEVELOPMENT DIRECTOR	0.11	0.03	0.14
ASSISTANT CIVIL ENGINEER	-	0.20	0.20
PUBLIC WORKS MANAGER - STREETS	0.50		0.50
LEAD PUBLIC WORKS OPERATOR	1.00		1.00
PUBLIC WORKS OPERATOR I	1.00		1.00
PUBLIC WORKS OPERATOR II	1.00	1.00	2.00
PUBLIC WORKS OPERATOR III	1.00	(1.00)	-
BUILDING MAINTENANCE TECHNICIAN II	0.04	0.23	0.27
ELECTRICIAN	0.24		0.24
ELECTRICAL ASSISTANT	-	0.27	0.27
TOTAL PUBLIC WORKS	5.06	0.70	5.76
PUBLIC WORKS - DRAINAGE			
PUBLIC WORKS MANAGER SEWER/FLEET	0.30	(0.10)	0.20
SR. CIVIL ENGINEER	-	0.20	0.20
ASSISTANT CIVIL ENGINEER	-	0.20	0.20
PUBLIC WORKS OPERATOR II	1.00		1.00
TOTAL PUBLIC WORKS	1.30	0.30	1.60
PUBLIC WORKS-MECHANICS			
COMMUNITY DEVELOPMENT DIRECTOR	0.16	(0.02)	0.14
ASSIST COMM DEVELOPMENT DIRECTOR	0.11	0.03	0.14
LEAD EQUIPMENT MECHANIC	1.00	-	1.00
EQUIPMENT MECHANIC	2.00	1.00	3.00
TOTAL PUBLIC WORKS-MECHANICS	3.27	1.01	4.28

OTHER FUNDS:

1% DISTRICT SALES TAX FUND			
ADMINISTRATIVE ASSISTANT	1.00	-	1.00
DIRECTOR OF CODE ENFORCEMENT	-	1.00	1.00
CODE ENFORCEMENT MANAGER	1.00	(1.00)	-
ASSOCIATE PLANNER	1.00		1.00
CODE ENFORCEMENT TECHNICIAN	2.00	4.00	6.00
CODE ENFORCEMENT STAFF ASSISTANT	1.00	(1.00)	-
ADMINISTRATIVE ASSISTANT-CODE ENFORC	-	1.00	1.00
CUSTODIAN	1.00		1.00
FIRE ENGINEER	1.00	(1.00)	-
FIRE FIGHTER	3.00	(3.00)	-
POLICE SERGEANT	1.00		1.00
POLICE OFFICERS	6.00		6.00
PARK MAINTENANCE TECHNICIAN II	4.00		4.00
SR. CIVIL ENGINEER	0.50	(0.10)	0.40
PUBLIC WORKS OPERATOR II	4.00	-	4.00
TOTAL 1% DISTRICT SALES TAX	26.50	(0.10)	26.40

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SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	21-22 Funded Positions	Change from prior year	22-23 Funded Positions
AIRPORT			
COMMUNITY DEVELOPMENT DIRECTOR	0.17	(0.03)	0.14
ASSIST COMM DEVELOPMENT DIRECTOR	0.11	0.03	0.14
AIRPORT MANAGER	1.00		1.00
SR. CIVIL ENGINEER	0.25	(0.05)	0.20
ASSISTANT CIVIL ENGINEER	-	0.20	0.20
ELECTRICIAN	0.24		0.24
ELECTRICAL ASSISTANT	-	0.26	0.26
TOTAL AIRPORT	1.77	0.41	2.18
BUSINESS ASSIST & HSG DEV.			
CITY ADMINISTRATOR	0.10	-	0.10
DIRECTOR OF BUS ASSIST AND HOUSING	1.00	-	1.00
ADMINISTRATIVE ASSISTANT	1.00	-	1.00
ADMIN / PROGRAM ANALYST II	1.00	-	1.00
PROGRAM ANALYST I	-	1.00	1.00
BUILDING MAINTENANCE TECHNICIAN II	0.01	-	0.01
CODE ENFORCEMENT SPECIALIST	1.00	(1.00)	-
TOTAL BUSINESS ASSISTANCE & HOUSING DEV	4.11	-	4.11
LIGHTING & LANDSCAPE MAINT DIST			
PARK MAINTENANCE TECHNICIAN II	1.00	-	1.00
TOTAL LIGHTING & LDNSCP DIST	1.00	-	1.00
PUBLIC WORKS-SEWER DIVISION			
COMMUNITY DEVELOPMENT DIRECTOR	0.16	(0.02)	0.14
ASSIST COMM DEVELOPMENT DIRECTOR	0.11	0.03	0.14
PUBLIC WORKS MANAGER SEWER/FLEET	0.70	(0.10)	0.60
SR. CIVIL ENGINEER	-	0.20	0.20
ASSISTANT CIVIL ENGINEER	-	0.20	0.20
COLLECTION SYSTEM OPERATOR III	-	1.00	1.00
PUBLIC WORKS OPERATOR III	1.00	(1.00)	-
COLLECTION SYSTEM OPERATOR II	-	1.00	1.00
PUBLIC WORKS OPERATOR II	1.00	(1.00)	-
COLLECTION SYSTEM OPERATOR I	-	3.00	3.00
PUBLIC WORKS OPERATOR I	3.00	(3.00)	-
ELECTRICIAN	0.24		0.24
ELECTRICAL ASSISTANT	-	0.27	0.27
TOTAL PUBLIC WORKS-SEWER	6.21	0.58	6.79
RECYCLING			
RECYCLING COORDINATOR	-	0.50	0.50
TOTAL RECYCLING	-	0.50	0.50
SUPPLEMENTAL BENEFITS FUND			
PROGRAM SPECIALIST	0.50	(0.50)	-
TOTAL SBF	0.50	(0.50)	-

SUMMARY OF PERSONNEL BY DEPARTMENT

DEPARTMENT SUMMARY	21-22 Funded Positions	Change from prior year	22-23 Funded Positions
DEPARTMENT:			
GENERAL FUND:			
ADMINISTRATION	9.63	1.18	10.81
FINANCE DEPARTMENT	11.38	0.12	11.50
FIRE DEPARTMENT	20.75	(20.75)	-
POLICE DEPARTMENT	42.50	0.50	43.00
PARKS & TREES DEPARTMENT	5.68	0.68	6.36
PLANNING & DEVELOPMENT SERVICES	5.37	1.66	7.03
PUBLIC WORKS	9.63	2.91	12.54
TOTAL GENERAL FUND POSITIONS	104.94	(13.70)	91.24
NON GENERAL FUND:			
1% DISTRICT SALES TAX			
POLICE	7.00	-	7.00
FIRE	4.00	(3.00)	-
PUBLIC WORKS	8.50	(0.10)	8.40
ADMIN ASSIST-CITY ADMINISTRATOR	1.00	-	1.00
CODE ENFORCEMENT	4.00	4.00	8.00
ASSOCIATE PLANNER	1.00		1.00
CUSTODIAN	1.00		1.00
AIRPORT	1.77	0.41	2.18
BUSINESS ASSISTANCE AND HSG DEV	4.11	-	4.11
PUBLIC WORKS-SEWER	6.21	0.58	6.79
PUBLIC WORKS-LLMD	1.00	-	1.00
RECYCLING	-	0.50	0.50
SUPPLEMENTAL BENEFITS FUND	0.50	(0.50)	-
TOTAL NON GENERAL FUND POSITIONS	40.09	1.89	40.98
DEPARTMENT TOTALS:	145.03	(11.81)	132.22

Salary Schedules can be found on the City's website:
<http://cityofroville.org/home/showdocument?id=16662>

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Revenues by Resource

GENERAL FUND	2020-21 ACTUAL	2021-22 BUDGET	2021-22 PROJECTED	2022-23 PRELIMINARY
Taxes				
Sales and Use Tax	\$ 6,038,972	\$ 6,084,059	\$ 6,038,972	\$ 6,079,862
Property	3,959,207	3,820,256	3,146,226	3,177,688
Utility User	2,318,054	2,231,532	2,163,790	2,185,427
Franchise Fees	992,173	1,005,633	956,441	966,005
Transient Occupancy	1,034,424	985,641	959,408	969,002
Other Taxes	86,418	76,037	102,715	103,743
Total Taxes	14,429,248	14,203,158	13,367,552	13,481,727
License, Permits and Franchises				
Licenses	83,384	82,224	87,987	88,867
Permits	625,546	597,018	605,192	609,764
Total License, Permits and Fees	708,930	679,242	693,179	698,631
Other Revenues				
Fines and Forfeitures	69,921	52,409	61,606	63,062
Interest, Rents and Concessions	140,866	151,394	102,430	99,297
Intergovernmental Revenues	405,289	325,551	165,924	73,733
Charges for Services	770,840	1,278,618	768,196	1,617,517
Other Revenues	3,525,472	237,896	1,285,179	3,252,423
Operating Transfers In	2,456,804	2,296,310	2,547,037	2,439,124
Total Other Revenues	7,369,192	4,342,178	4,930,372	7,545,156
TOTAL GENERAL FUND REVENUES	\$ 22,507,370	\$ 19,224,578	\$ 18,991,103	\$ 21,725,514

CITY OF OROVILLE
SUMMARY SCHEDULES

Item 12.

Summary of Expenditures by Department

GENERAL FUND	2020-21	2021-22	2021-22	2022-23
	ACTUAL	BUDGET	PROJECTED	PRELIMINARY
Administration				
City Administrator	\$ 355,768	\$ 414,784	\$ 373,911	\$ 441,560
City Attorney	300,647	265,450	252,566	265,450
City Clerk	108,012	158,036	139,144	168,032
City Hall	104,658	102,509	131,322	101,397
Administrative Services				
Finance	754,496	859,718	1,090,227	1,233,785
Human Resources	184,609	265,834	262,192	467,748
Information Technology	468,443	553,934	478,025	598,010
Risk Management	353,363	440,000	575,612	620,904
Elected Officials				
Mayor	37,169	42,041	41,135	43,496
City Council	155,794	165,992	168,424	171,618
Treasurer	30,617	39,318	42,423	45,501
Planning & Development Svcs				
Planning	523,861	654,468	653,494	865,478
Building	416,635	609,547	417,179	640,071
Code Enforcement	20,367	35,958	61,859	64,722
Public Safety				
Animal Control	375,838	406,943	401,377	412,800
Fire	3,797,941	3,527,904	4,559,387	6,118,542
Police	5,362,365	5,931,407	5,105,556	5,272,992
Public Works				
Administration	225,026	300,550	364,736	436,267
Streets	1,044,850	1,070,822	1,144,764	1,400,859
Drainage	-	460,700	61,241	190,141
Vehicle Maintenance	-	-	-	887,877
Parks & Trees				
Operations	393,266	746,462	490,660	727,059
Municipal Buildings	690,938	1,518,551	326,373	55,083
Museums	67,377	54,550	89,297	81,114
Parks	204,440	323,600	265,325	189,508
General Government	4,154,357	275,500	959,703	225,500
TOTAL GENERAL FUND EXPENDITURES	\$ 20,130,837	\$ 19,224,578	\$ 18,455,932	\$ 21,725,511

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

DISTRICT TAX FUND	2020-21 ACTUAL	2021-22 BUDGET	2021-22 PROJECTED	2022-23 PRELIMINARY
Taxes				
Sales and Use Tax-District Tax	\$ 7,354,741	\$ 7,497,574	\$ 7,772,908	\$ 7,791,150
Administration				
City Administrator	\$ 29,860	\$ 80,331	\$ 77,194	\$ 85,720
City Hall	19,564	67,810	37,688	68,810
Planning & Development Svcs				
Planning	-	88,122	6,388	93,696
Code Enforcement	29,751	280,128	145,004	727,220
Public Safety				
Fire	380,478	408,596	201,863	-
Police	876,665	1,102,168	589,868	1,760,748
Public Works				
Administration	82,802	35,751	72,456	29,359
Streets	662,996	1,827,868	205,211	1,836,923
Parks & Trees				
Operations	389,154	566,448	348,684	948,547
General Government				
Interfund Transfers				
Capital Asset Replacement Fund	1,500,000	1,500,000	1,500,000	1,500,000
Capital Improvement Fund	1,500,000	1,500,000	1,500,000	1,500,000
Reserves	1,500,000	1,500,000	1,500,000	1,500,000
TOTAL GENERAL FUND EXPENDITURES	\$ 6,971,270	\$ 8,957,222	\$ 6,184,356	\$ 10,051,023

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

GENERAL FUND &

DISTRICT TAX FUND

	<u>2020-21 ACTUAL</u>	<u>2021-22 BUDGET</u>	<u>2021-22 PROJECTED</u>	<u>2022-23 PRELIMINARY</u>
Administration				
City Administrator	\$ 385,628	\$ 495,115	\$ 451,105	\$ 527,280
City Attorney	300,647	265,450	252,566	265,450
City Clerk	108,012	158,036	139,144	168,032
City Hall	124,222	170,319	169,010	170,207
Administrative Services				
Finance	754,496	859,718	1,090,227	1,233,785
Human Resources	184,609	265,834	262,192	467,748
Information Technology	468,443	553,934	478,025	598,010
Risk Management	353,363	440,000	575,612	620,904
Elected Officials				
Mayor	37,169	42,041	41,135	43,496
City Council	155,794	165,992	168,424	171,618
Treasurer	30,617	39,318	42,423	45,501
Planning & Development Svcs				
Planning	523,861	742,590	659,882	959,174
Building	416,635	609,547	417,179	640,071
Code Enforcement	50,118	316,086	206,863	791,942
Public Safety				
Animal Control	375,838	406,943	401,377	412,800
Fire	4,178,419	3,936,500	4,761,250	6,118,542
Police	6,239,030	7,033,575	5,695,424	7,033,740
Public Works				
Administration	307,828	336,301	437,192	465,626
Streets	1,707,846	2,898,690	1,349,975	3,237,782
Drainage	-	-	-	190,141
Parks & Trees				
Operations	782,420	1,312,910	839,344	1,675,606
Municipal Buildings	690,938	1,518,511	326,373	55,083
Museums	67,377	54,550	89,297	81,114
Parks	204,440	323,600	265,325	189,508
General Government	8,654,357	4,775,500	5,459,703	4,725,500
TOTAL GENERAL FUND EXPENDITURES	\$ 27,102,107	\$ 27,721,060	\$ 24,579,047	\$ 30,888,660

ADMINISTRATION

Activity

Administration provides leadership and management for all City operations. The City Administrator is the direct liaison with the City Council. The department also performs the function of City Clerk, and provides oversight of City Hall and the City Attorney.

Budget Summary:

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Revenues				
Revenues	\$ 3,499	\$ 3,840	\$ 2,715	\$ 3,957
Total Revenues	<u>\$ 3,499</u>	<u>\$ 3,840</u>	<u>\$ 2,715</u>	<u>\$ 3,957</u>
Expenses				
City Administrator				
Salaries & Benefits	\$ 251,579	\$ 278,824	\$ 260,963	\$ 326,560
Services & Supplies	104,189	135,960	112,948	115,000
City Attorney				
Services & Supplies	300,647	265,450	252,566	265,450
City Clerk				
Salaries & Benefits	76,096	96,836	87,413	117,532
Services & Supplies	31,916	61,200	51,731	50,500
City Hall				
Salaries & Benefits	33,058	38,509	44,091	22,397
Services & Supplies	71,600	64,000	87,231	79,000
Total Expenses	<u>\$ 869,085</u>	<u>\$ 940,779</u>	<u>\$ 896,943</u>	<u>\$ 976,439</u>

ADMINISTRATIVE SERVICES

Activity

The Administrative Services department provides all levels of service to the City's operations. The Finance department provides accounting and financial management services to the City. Services and responsibilities include annual financial reporting, budget preparation, payroll, billing and vendor payments. The department also includes Human Resources, Information Technology, and Risk Management functions.

Budget Summary:

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Revenues				
Revenues - Finance	\$ 15,251	\$ 13,600	\$ 21,323	\$ 17,960
Revenues - HR	-	-	1,600	1,600
Revenues - Information Technology	29,053	30,000	35,000	35,000
Total Revenues	<u>\$ 44,304</u>	<u>\$ 43,600</u>	<u>\$ 57,923</u>	<u>\$ 54,560</u>
Expenses				
Finance				
Salaries & Benefits	\$ 599,674	\$ 682,118	\$ 653,593	\$ 771,185
Services & Supplies	154,822	177,600	436,634	462,600
Human Resources				
Salaries & Benefits	161,940	181,134	184,096	365,248
Services & Supplies	22,669	84,700	78,096	102,500
Information Technology				
Salaries & Benefits	341,878	406,334	293,995	363,110
Services & Supplies	126,565	147,600	184,030	234,900
Risk Management				
Services & Supplies	353,363	440,000	575,612	620,904
Total Expenses	<u>\$ 1,760,911</u>	<u>\$ 2,119,486</u>	<u>\$ 2,406,056</u>	<u>\$ 2,920,447</u>

ELECTED OFFICIALS

Activity

The City Council is comprised of the Mayor and six Council members. As a legislative body, the City Council determines levels of service to promote the health, safety and welfare of the citizens. The Council oversees the City's fiscal and organizational management; adopts the annual budget; is committed to the community, protection and preservation of the environment and quality of life. The elected City Treasurer manages and provides oversight of city investments with primary objective of safety, liquidity and return on investment.

Budget Summary:

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Expenses				
Mayor				
Salaries & Benefits	\$ 35,956	\$ 38,631	\$ 37,692	\$ 39,896
Services & Supplies	1,213	3,410	3,443	3,600
City Council				
Salaries & Benefits	146,507	152,792	160,824	160,418
Services & Supplies	9,287	13,200	7,600	11,200
Treasurer				
Salaries & Benefits	30,325	38,308	41,103	43,181
Services & Supplies	292	1,010	1,320	2,320
Total Expenses	<u>\$ 192,963</u>	<u>\$ 208,033</u>	<u>\$ 251,982</u>	<u>\$ 260,615</u>

PLANNING AND DEVELOPMENT SERVICES / BUILDING AND CODE ENFORCEMENT

Activity

The Planning and Development Services Department provides support and compliance with applicable Federal and State laws and regulations on Municipal Code, General Plan, development of area plans, environmental reviews and annexations. In addition coordinates various permit reviews and issuance, building inspections, zoning clearances, use permits, variances, code compliance.

Budget Summary:

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Revenues				
Revenues - Planning	\$ 152,470	\$ 163,701	\$ 247,697	\$ 124,291
Revenues - Building	1,189,769	1,056,276	1,245,355	1,257,808
Revenues - Code Enforcement	10,080	4,651	16,000	17,000
Total Revenues	<u>\$ 1,352,319</u>	<u>\$ 1,224,628</u>	<u>\$ 1,509,052</u>	<u>\$ 1,399,099</u>
Expenses				
Planning and Development Services				
Salaries & Benefits	\$ 100,428	\$ 141,868	\$ 110,315	\$ 339,478
Services & Supplies	423,433	512,600	543,179	526,000
Building				
Salaries & Benefits	146,022	346,237	143,053	359,271
Services & Supplies	270,613	263,310	274,126	280,800
Code Enforcement				
Salaries & Benefits	5,835	19,258	15,533	11,462
Services & Supplies	14,532	16,700	46,326	53,260
Total Expenses	<u>\$ 960,863</u>	<u>\$ 1,299,973</u>	<u>\$ 1,132,532</u>	<u>\$ 1,570,271</u>

PUBLIC SAFETY

Activity

The Public Safety Department oversees the City's Police and Fire divisions. The Public Safety Department provides the citizens with public safety, emergency response and fire prevention services. These Departments promote community safety with cooperation and coordination with other agencies.

Budget Summary:

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Revenues				
Revenues - Police	\$ 647,312	\$ 534,969	\$ 521,544	\$ 513,745
Revenues - Fire	695,150	703,379	898,821	250,000
Total Revenues	<u>\$ 1,342,462</u>	<u>\$ 1,238,348</u>	<u>\$ 1,420,365</u>	<u>\$ 763,745</u>
Expenses				
Animal Control				
Services & Supplies	\$ 375,838	\$ 406,943	\$ 401,377	\$ 412,800
Fire				
Salaries & Benefits	3,607,736	3,287,404	3,241,531	-
Services & Supplies	190,205	240,500	537,856	5,043,544
Transitional Cost	-	-	780,000	1,074,998
Police				
Salaries & Benefits	4,810,418	5,344,818	4,563,098	4,652,742
Services & Supplies	551,947	586,589	542,458	620,250
Total Expenses	<u>\$ 9,536,144</u>	<u>\$ 9,866,254</u>	<u>\$ 10,066,320</u>	<u>\$ 11,804,334</u>

PUBLIC WORKS

PUBLIC WORKS ADMIN / STREET AND STORM DRAINS

Activity

The Public Works Administration provides management of engineering, capital projects as needed. The Streets Division provides maintenance, management, repairs and improvements of the City's streets. This department also manages other funds outside of the General Fund such as the Sewer and Airport Funds.

Budget Summary:

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Revenues				
Revenues - Public Works Admin	\$ 45,429	\$ 49,532	\$ 47,332	\$ 47,855
Revenues - Streets and Drainage	444,633	458,178	399,928	404,169
Revenues - Vehicle Maintenance	-	-	-	887,877
Total Revenues	\$ 490,062	\$ 507,710	\$ 447,260	\$ 1,339,901
Expenses				
PW Administration				
Salaries & Benefits	\$ -	\$ -	\$ -	
Services & Supplies	225,026	300,550	364,736	436,267
Streets				
Salaries & Benefits	340,933	590,972	474,591	664,009
Services & Supplies	703,917	479,850	670,173	736,850
Drainage				
Salaries & Benefits	-	110,700	58,497	185,141
Services & Supplies	-	350,000	2,744	5,000
Vehicle Maintenance				
Salaries & Benefits	-	-	-	425,881
Services & Supplies	-	-	-	461,996
Total Expenses	\$ 1,269,876	\$ 1,832,072	\$ 1,570,741	\$ 2,915,144

PUBLIC WORKS

PUBLIC WORKS OPERATIONS / PARKS DIVISIONS

Activity

The Public Works Director manages the Parks Administration and Operations Divisions. The Parks and Trees Operations Division oversees and maintains the City's parks, buildings, and museums. Management of the City's Parks and Trees recreational facilities are maintained by this Division as well.

Budget Summary:

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Revenues				
Revenues - Parks and Trees Operations				
Municipal Buildings				
Centennial Cultural Center	\$ 3,161	\$ 3,875	\$ 10,017	\$ 10,459
Oroville Convention Center	-	5,000	-	-
State Theater	8,674	-	2,126	-
Other	13,850	14,400	14,400	14,400
Museums				
Bolt Museum	491	2,000	907	920
Chinese Temple	1,533	1,724	3,039	3,080
Lott Home	1,165	5,500	7,100	3,025
Pioneer Museum	1,144	700	459	600
Parks				
Revenues	1,371	3,000	4,064	4,110
Total Revenues	<u>\$ 31,389</u>	<u>\$ 36,199</u>	<u>\$ 42,112</u>	<u>\$ 36,594</u>
Expenses				
Parks and Trees Operations				
Salaries & Benefits	\$ 219,941	\$ 554,762	\$ 328,630	\$ 475,709
Services & Supplies	173,325	191,700	162,030	251,350
Municipal Buildings				
Salaries & Benefits	4,949	-	14,012	14,153
Services & Supplies	685,989	1,518,511	312,361	40,930
Museums				
Salaries & Benefits	15,871	-	16,943	17,114
Services & Supplies	51,506	54,550	72,354	64,000
Parks, Trees and Green Areas				
Salaries & Benefits	101,460	-	105,662	106,658
Services & Supplies	102,980	323,600	159,663	82,850
Total Expenses	<u>\$ 1,356,021</u>	<u>\$ 2,643,123</u>	<u>\$ 1,171,655</u>	<u>\$ 1,052,764</u>

GENERAL GOVERNMENT

Activity

General Government is where the City's General Revenues are recorded that are not related to a particular department function. Sales Tax , Property Tax and Utility Users Tax are the City's main revenue resource. City expenditures that are not specifically related to a City Department are also recorded here.

Budget Summary:

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Revenues				
Sales and Use Tax	6,038,972	6,084,059	6,038,972	6,079,862
Property Tax	3,959,208	3,820,256	3,146,226	3,177,688
Utility User Tax	2,318,054	2,231,532	2,163,790	2,185,427
Transient Occupancy	1,034,424	985,641	959,408	969,002
Other Taxes	86,418	76,037	102,715	103,743
Franchise Fees	992,172	1,005,633	956,441	966,005
Intergovernmental Revenues	34,350	20,816	4,490	4,535
Interest	82,042	84,299	46,293	46,756
Other Revenues	2,837,714	2,000	233,361	2,716,060
Interfund Transfers In	1,859,981	1,859,980	1,859,980	1,878,580
Total Revenues	\$ 19,243,335	\$ 16,170,253	\$ 15,511,676	\$ 18,127,658
Expenses				
General Government				
Services & Supplies	182,157	55,500	325,500	5,500
Interfund Transfers Out	3,972,200	220,000	634,203	220,000
Total Expenses	\$ 4,154,357	\$ 275,500	\$ 959,703	\$ 225,500

1% DISTRICT SALES TAX

Activity

This fund accounts for revenues and expenditures related to the 1% District Tax. This Fund is combined with the General Fund for financial statement presentation.

FUND: 102

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 4,483,659	\$ 4,867,130	\$ 4,867,130	\$ 6,455,682
Revenues				
Revenues	7,354,741	7,497,574	7,772,908	7,791,150
Total Revenues	<u>7,354,741</u>	<u>7,497,574</u>	<u>7,772,908</u>	<u>7,791,150</u>
Expenses				
Salaries & Benefits	1,317,402	2,372,072	1,274,140	3,366,023
Services and Supplies	653,868	585,150	410,216	685,000
Pavement Rehabilitation	500,000	1,500,000	-	1,500,000
Capital Outlay	-			
Transfers:				
Capital Asset Replacement Fund	1,500,000	1,500,000	1,500,000	1,500,000
Capital Improvement Fund	1,500,000	1,500,000	1,500,000	1,500,000
Reserves	1,500,000	1,500,000	1,500,000	1,500,000
Total Expenses	<u>6,971,270</u>	<u>8,957,222</u>	<u>6,184,356</u>	<u>10,051,023</u>
Ending Fund Balance	\$ 4,867,130	\$ 3,407,482	\$ 6,455,682	\$ 4,195,809

ASSET SEIZURE FUND

Activity

This fund accounts for revenues and expenses related to seized property. This fund can only be used to supplement the enforcement efforts of the Police Department.

FUND: 106

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 153,895	\$ 157,032	\$ 157,032	\$ 157,397
Revenues				
Revenues	6,762	1,000	365	368
Total Revenues	6,762	1,000	365	368
Expenses				
Services and Supplies	3,625	5,000	-	5,000
Capital Outlay	-	-	-	-
Transfer Out to other agency	-	-	-	-
Total Expenses	3,625	5,000	-	5,000
Ending Fund Balance	\$ 157,032	\$ 153,032	\$ 157,397	\$ 152,765

LOCAL TRANSPORTATION FUND

Activity

This Fund is to account for Article 8 of the State of California Local Transportation revenues. The Butte County Association of Governments (BCAG) provides oversight of this Fund.

FUND: 107

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 588,660	\$ 292,918	\$ 292,918	\$ 639,589
Revenues				
Revenues	583,392	415,022	485,718	490,576
Transfers In	-	-	-	-
Total Revenues	<u>583,392</u>	<u>415,022</u>	<u>485,718</u>	<u>490,576</u>
Expenses				
Services & Supplies	879,134	450,000	139,047	510,000
Transfer Out to other agency	-	-	-	-
Total Expenses	<u>879,134</u>	<u>450,000</u>	<u>139,047</u>	<u>510,000</u>
Ending Fund Balance	\$ 292,918	\$ 257,940	\$ 639,589	\$ 620,165

LOCAL TRANSIT FUND

Activity

This Fund is to account for Article 4 of the State of California Local Transportation revenues. The Butte County Association of Governments (BCAG) provides oversight of this Fund.

FUND: 108

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 7,463	\$ -	\$ -	\$ -
Revenues				
Revenues	-	-	-	-
Total Revenues	-	-	-	-
Expenses				
Services & Supplies	-	-	-	-
Transfer Out	7,463	-	-	-
Total Expenses	7,463	-	-	-
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -

PEG FEE FUND

Activity

PEG stands for Public, Educational, or Governmental use. This fee is mandated by the State to enable the City to grant members of the public access to Council meetings.

FUND: 110

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 92,892	\$ 102,775	\$ 102,775	\$ 113,814
Revenues				
Revenues	<u>33,008</u>	<u>33,026</u>	<u>27,680</u>	<u>27,957</u>
Total Revenues	<u><u>33,008</u></u>	<u><u>33,026</u></u>	<u><u>27,680</u></u>	<u><u>27,957</u></u>
Expenses				
Services & Supplies	<u>23,125</u>	<u>80,000</u>	<u>16,641</u>	<u>80,000</u>
Total Expenses	<u><u>23,125</u></u>	<u><u>80,000</u></u>	<u><u>16,641</u></u>	<u><u>80,000</u></u>
Ending Fund Balance	\$ 102,775	\$ 55,801	\$ 113,814	\$ 61,771

CASP FUND

Activity

The CASP Fund accounts for fees collected under SB1186. The State portion is remitted to the State on a quarterly basis. The City portion is to be used to increase disability access and compliance with construction-related accessibility requirements.

FUND: 111

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 17,084	\$ 18,326	\$ 18,326	\$ 19,575
Revenues				
Revenues	1,242	1,456	1,249	1,261
Total Revenues	1,242	1,456	1,249	1,261
Expenses				
Services & Supplies	-	5,000	-	5,000
Transfer out to other agency	-	5,000	-	5,000
Total Expenses	-	5,000	-	5,000
Ending Fund Balance	\$ 18,326	\$ 14,782	\$ 19,575	\$ 15,836

PENSION RATE STABILIZATION AND OPEB FUND

Activity

This fund was created to account for funds accumulated to mitigate future increases in pension costs and to fund future poste employment retirement benefits.

FUND: 112

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 3,069,435	\$ 3,992,261	\$ 3,992,261	\$ 4,679,005
Revenues				
Revenues	<u>940,846</u>	<u>780,126</u>	<u>707,152</u>	<u>81,600</u>
Total Revenues	<u><u>940,846</u></u>	<u><u>780,126</u></u>	<u><u>707,152</u></u>	<u><u>81,600</u></u>
Expenses				
Fiscal Agent Fees	<u>18,020</u>	<u>17,850</u>	<u>20,408</u>	<u>24,000</u>
Total Expenses	<u><u>18,020</u></u>	<u><u>17,850</u></u>	<u><u>20,408</u></u>	<u><u>24,000</u></u>
Ending Fund Balance	\$ 3,992,261	\$ 4,754,537	\$ 4,679,005	\$ 4,736,605

RECYCLING FUND

Activity

The Recycling Fund accounts for the City's waste management activities as required by State Law.

FUND: 113

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 18,471	\$ 9,091	\$ 9,091	\$ 33,776
Revenues				
Revenues	37,792	37,964	31,020	31,330
Transfers In	-			
Total Revenues	37,792	37,964	31,020	31,330
Expenses				
Salaries & Benefits	46,972	40,000	6,335	47,552
Services & Supplies	200	3,400	-	4,000
Capital Outlay				
Transfer out to other agency				
Total Expenses	47,172	43,400	6,335	51,552
Ending Fund Balance	\$ 9,091	\$ 3,655	\$ 33,776	\$ 13,554

GAS TAX REGIONAL SURFACE TRANSPORTATION PROGRAM FUND

Item 12.

Activity

The RSTP program was established by the State of California to provide for projects to preserve and improve the conditions of highway, bridge, road, pedestrian and bicycle infrastructure.

FUND: 115

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 819,239	\$ 889,598	\$ 889,598	\$ 348,978
Revenues				
Revenues	<u>270,277</u>	<u>250,057</u>	<u>236,811</u>	<u>236,829</u>
Total Revenues	<u><u>270,277</u></u>	<u><u>250,057</u></u>	<u><u>236,811</u></u>	<u><u>236,829</u></u>
Expenses				
Services & Supplies	199,918	500,000	777,431	500,000
Capital Outlay	-	-	-	-
Transfer out to other agency	-	-	-	-
Total Expenses	<u><u>199,918</u></u>	<u><u>500,000</u></u>	<u><u>777,431</u></u>	<u><u>500,000</u></u>
Ending Fund Balance	\$ 889,598	\$ 639,655	\$ 348,978	\$ 85,807

SPECIAL GAS TAX

Activity

This Fund is used to account for the revenues of gas sales tax received from the State of California pursuant to Sections 2013, 2015, 2016, 2017, 2017.5 of the Streets and Highway code.

Use: Research, planning, construction, improvement, maintenance, and operation of public streets and highways, including the mitigation of their environmental effects.

FUND: 117

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 602,119	\$ 542,274	\$ 542,274	\$ 542,274
Revenues				
Revenues	857,405	842,016	798,873	887,885
Total Revenues	<u>857,405</u>	<u>842,016</u>	<u>798,873</u>	<u>887,885</u>
Expenses				
Services & Supplies	490,427	373,448	353,928	395,560
Capital Outlay	-			
Transfer Out	426,823	468,568	444,945	492,325
Total Expenses	<u>917,250</u>	<u>842,016</u>	<u>798,873</u>	<u>887,885</u>
Ending Fund Balance	\$ 542,274	\$ 542,274	\$ 542,274	\$ 542,274

SUPPLEMENTAL BENEFITS FUND

Activity

The City acts as Fund Administrator of the revenues received from the Settlement Agreement with the DWR for FERC project 2100 the Oroville facilities. An Oversight Board oversees this Fund.

FUND: 120

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 3,155,051	\$ 2,964,005	\$ 2,964,005	\$ 1,933,713
Revenues				
Revenues	167,582	4,321	2,046	137,000
Total Revenues	167,582	4,321	2,046	137,000
Expenses				
Salaries & Benefits	80,625	51,511	26,522	-
Services & Supplies	278,003	355,500	1,000,816	2,005,500
Transfers Out	-	5,000	5,000	5,000
Total Expenses	358,628	412,011	1,032,338	2,010,500
Ending Fund Balance	\$ 2,964,005	\$ 2,556,315	\$ 1,933,713	\$ 60,213

DRAINAGE IMPACT FEE FUND CITY WIDE

Activity

The Fund accounts for Drainage Impact Fees received and expended in the Oroville area.

FUND: 130

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 823,182	\$ 995,173	\$ 995,173	\$ 1,343,472
Revenues				
Revenues	208,290	173,190	349,091	352,582
Total Revenues	<u>208,290</u>	<u>173,190</u>	<u>349,091</u>	<u>352,582</u>
Expenses				
Services & Supplies	36,299	45,000	792	1,001,000
Capital Outlay	-	-		
Total Expenses	<u>36,299</u>	<u>45,000</u>	<u>792</u>	<u>1,001,000</u>
Ending Fund Balance	\$ 995,173	\$ 1,123,363	\$ 1,343,472	\$ 695,054

FIRE SUPPRESSION IMPACT FEE FUND

Activity

The purpose of this Fund is to provide funds for additional equipment needed for the City's Fire Department.

FUND: 131

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 122,908	\$ 206,783	\$ 206,783	\$ 336,738
Revenues				
Revenues	91,171	89,431	168,953	170,643
Total Revenues	91,171	89,431	168,953	170,643
Expenses				
Services & Supplies	7,296	30,000	38,998	301,000
Capital Outlay	-	-	-	-
Total Expenses	7,296	30,000	38,998	301,000
Ending Fund Balance	\$ 206,783	\$ 266,214	\$ 336,738	\$ 206,381

GENERAL GOVERNMENT DEVELOPMENT IMPACT FEE FUND

Item 12.

Activity

This Fund accounts for revenues from General Government Development Impact Fees and provides funding for the increasing operation costs and improvements to facilities related to growth.

FUND: 132

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 242,421	\$ 381,725	\$ 381,725	\$ 766,121
Revenues				
Revenues	146,600	150,460	390,043	393,943
Total Revenues	<u>146,600</u>	<u>150,460</u>	<u>390,043</u>	<u>393,943</u>
Expenses				
Services & Supplies	7,296	40,000	5,647	1,001,000
Capital Outlay	-	-	-	-
Total Expenses	<u>7,296</u>	<u>40,000</u>	<u>5,647</u>	<u>1,001,000</u>
Ending Fund Balance	\$ 381,725	\$ 492,185	\$ 766,121	\$ 159,064

LAW ENFORCEMENT IMPACT FEE FUND

Activity

The Fund accounts for the revenue generated from impact fees to provide law enforcement personnel and equipment which could not otherwise be funded.

FUND: 133

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 131,106	\$ 195,716	\$ 195,716	\$ 452,853
Revenues				
Revenues	<u>71,906</u>	<u>69,277</u>	<u>258,137</u>	<u>260,718</u>
Total Revenues	<u><u>71,906</u></u>	<u><u>69,277</u></u>	<u><u>258,137</u></u>	<u><u>260,718</u></u>
Expenses				
Services & Supplies	7,296	10,000	1,000	10,000
Capital Outlay	-	-	-	-
Total Expenses	<u><u>7,296</u></u>	<u><u>10,000</u></u>	<u><u>1,000</u></u>	<u><u>10,000</u></u>
Ending Fund Balance	\$ 195,716	\$ 254,993	\$ 452,853	\$ 703,571

PARKS DEVELOPMENT IMPACT FEE FUND

Activity

The Parks Development Fees Fund accounts for the fees collected on new development for the acquisition and construction of new City parks.

FUND: 134

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 652,125	\$ 1,120,242	\$ 1,120,242	\$ 1,760,640
Revenues				
Revenues	475,413	367,440	641,398	647,812
Total Revenues	475,413	367,440	641,398	647,812
Expenses				
Services & Supplies	7,296	10,000	1,000	10,000
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	7,296	10,000	1,000	10,000
Ending Fund Balance	\$ 1,120,242	\$ 1,477,682	\$ 1,760,640	\$ 2,398,452

TECHNOLOGY FEE FUND

Activity

The Technology Fee Fund accounts for the fees collected to maintain and acquire technology used to aid in efficient operations of the City.

FUND: 135

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 220,308	\$ 250,472	\$ 250,472	\$ 338,427
Revenues				
Revenues	159,148	156,821	117,955	119,135
Total Revenues	159,148	156,821	117,955	119,135
Expenses				
Services & Supplies	128,984	310,000	30,000	310,000
Capital Outlay	-			
Total Expenses	128,984	310,000	30,000	310,000
Ending Fund Balance	\$ 250,472	\$ 97,293	\$ 338,427	\$ 147,562

THERMALITO DRAINAGE IMPACT FEE FUND

Activity

This Fund is to account for fees collected for drainage development and improvements in the Thermalito area of the City.

FUND: 136

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 514,987	\$ 517,764	\$ 517,764	\$ 518,967
Revenues				
Revenues	2,777	3,249	1,203	1,215
Total Revenues	2,777	3,249	1,203	1,215
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenses	-	-	-	-
Ending Fund Balance	\$ 517,764	\$ 521,013	\$ 518,967	\$ 520,182

TRAFFIC IMPACT FEE FUND

Activity

This Fund accounts for the Traffic Impact Fees collected and expended in the City to address the traffic issues created by growth.

FUND: 137

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 2,590,521	\$ 3,086,512	\$ 3,086,512	\$ 3,377,188
Revenues				
Revenues	503,288	455,267	300,676	303,683
Total Revenues	503,288	455,267	300,676	303,683
Expenses				
Services & Supplies	7,297	10,000	10,000	10,000
Capital Outlay	-	-	-	-
Total Expenses	7,297	10,000	10,000	10,000
Ending Fund Balance	\$ 3,086,512	\$ 3,531,779	\$ 3,377,188	\$ 3,670,871

PLANNING GRANTS

Activity

The Fund is used for various Planning Grant programs.

FUND: 152

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 108,962	\$ 39,179	\$ 39,179	\$ 34,478
Revenues				
Revenues	-	-	141,314	200,000
Interfund Transfers In			50,000	
Total Revenues	<u>-</u>	<u>-</u>	<u>191,314</u>	<u>200,000</u>
Expenses				
Services & Supplies	2,375	-	196,015	200,000
Capital Outlay	67,408		-	
Total Expenses	<u>69,783</u>	<u>-</u>	<u>196,015</u>	<u>200,000</u>
Ending Fund Balance	\$ 39,179	\$ 39,179	\$ 34,478	\$ 34,478

POLICE SUPPLEMENTAL LAW ENFORCEMENT FUND

Activity

This Fund accounts for the revenue generated from the State COPS program and distributed by the County.

FUND: 153

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 139,153	\$ 176,835	\$ 176,835	\$ 231,452
Revenues				
Revenues	157,682	152,701	174,617	176,363
Total Revenues	<u>157,682</u>	<u>152,701</u>	<u>174,617</u>	<u>176,363</u>
Expenses				
Services & Supplies	-	-		
Capital Outlay	-	125,000		125,000
Transfer Out	120,000	120,000	120,000	120,000
Total Expenses	<u>120,000</u>	<u>245,000</u>	<u>120,000</u>	<u>245,000</u>
Ending Fund Balance	\$ 176,835	\$ 84,536	\$ 231,452	\$ 162,815

PUBLIC SAFETY AUGMENTATION

Activity

This Fund accounts for the revenue generated for Public Safety by a State special sales tax distributed by the County.

FUND: 154

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 172,302	\$ 153,197	\$ 153,197	\$ 237,884
Revenues				
Revenues	140,560	145,403	134,687	148,364
Total Revenues	<u>140,560</u>	<u>145,403</u>	<u>134,687</u>	<u>148,364</u>
Expenses				
Services & Supplies	71,611	125,000		
Capital Outlay	38,054			300,000
Transfer Out	50,000	50,000	50,000	50,000
Total Expenses	<u>159,665</u>	<u>175,000</u>	<u>50,000</u>	<u>350,000</u>
Ending Fund Balance	\$ 153,197	\$ 248,600	\$ 237,884	\$ 36,248

LIGHTING AND LANDSCAPING MAINTENANCE DISTRICTS

Item 12.

Activity

This Fund accounts for the revenues and expenditures of the Lighting and Landscaping Maintenance Districts.

FUND: 170

			2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted	
Beginning Fund Balance	BUDGET UNIT	\$	45,732	\$	62,684	\$	62,239
Revenues							
Grandview Estates	6001			1,735	2,119		9,252
The Buttes	6011			3,361	1,188		13,847
Deer Creek	6021			2,169	-		11,809
Calle Vista I	6031			995	2,411		7,132
Cherokee Estates I	6041			949	949		9,525
Sherwood Estates	6051			2,048	127		14,353
Grayhawk	6061			886	2,843		7,537
Cherokee Estates II	6071			296	3		8,065
Linkside I	6081			2,826	-		11,327
Foothill Estates	6091			-	1,469		5,857
Calle Vista II	6101			1,309	1,593		8,617
Vista Del Oro	6111			-	3,432		4,672
Mission Olive	6121			4,966	1,107		14,173
J Richter Subdivision	6131			1,014	458		8,615
Total Revenues			55,564	22,554	17,699		134,781
Expenses							
Grandview Estates	6001			2,724	1,709		8,816
The Buttes	6011			2,562	2,081		9,171
Deer Creek	6021			1,602	384		8,458
Calle Vista II	6031			3,454	997		9,192
Cherokee Estates II	6041			745	404		7,845
Sherwood Estates	6051			1,308	2,485		8,265
Grayhawk	6061			2,568	2,011		9,023
Cherokee Estates II	6071			1,627	233		7,466
Linkside I	6081			2,864	1,103		8,021
Foothill Estates	6091			2,109	679		8,084
Calle Vista II	6101			2,802	1,139		8,517
Vista Del Oro	6111			4,175	2,005		9,719
Mission Olive	6121			3,138	2,382		9,036
J Richter Subdivision	6131			596	393		7,281
Feather River Bluffs				-	35		-
Acacia Estates					104		-
Total Expenses			38,612	32,274	18,144		118,894
Ending Fund Balance		\$	62,684	\$	52,964	\$	62,239
						\$	78,126

BENEFIT ASSESSMENT DISTRICTS

Activity

This Fund accounts for the revenues and expenditures of the Benefit Assessment Districts.

FUND: 190

	BUDGET UNIT	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance		\$ 32,362	\$ 24,214	\$ 24,214	\$ 19,969
Revenues					
Linkside I	6201		-	84	85
Foothill Estates	6211		-	43	566
Calle Vista II	6221		-	75	76
Vista Del Oro	6231		-	113	114
Mission Olive	6241		-	82	83
Martin Ranch	6251		-	-	-
J Richter Subdivision	6261		-	28	28
Total Revenues		974	-	425	952
Expenses					
Linkside I	6201		1,618	1,135	5,510
Foothill Estates	6211		1,574	933	3,113
Calle Vista II	6221		600	227	4,762
Vista Del Oro	6231		2,066	1,522	6,910
Mission Olive	6241		900	421	4,600
Martin Ranch	6251		61	-	-
J Richter Subdivision	6261		649	432	1,917
Total Expenses			9,122	7,468	4,670
Ending Fund Balance		\$ 24,214	\$ 16,746	\$ 19,969	\$ (5,891)

WESTSIDE PUBLIC SAFETY FACILITY 2006-1

Activity

This Fund accounts for revenues and expenditures for the Westside Public Safety Facility 2006-1 Property tax assessments.

FUND: 200

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 619,783	\$ 679,073	\$ 679,073	\$ 766,023
Revenues				
Revenues	64,681	64,519	89,691	90,587
Total Revenues	64,681	64,519	89,691	90,587
Expenses				
Services & Supplies	5,391	10,000	2,741	3,050
Capital Outlay	-	-		
Transfer out to other agency	-	-		
Total Expenses	5,391	10,000	2,741	3,050
Ending Fund Balance	\$ 679,073	\$ 733,592	\$ 766,023	\$ 853,560

PUBLIC SAFETY SERVICE 2006-2

Activity

This Fund accounts for revenues and expenditures for the Public Safety Services 2006-2 property tax assessments.

FUND: 201

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 658,792	\$ 722,307	\$ 722,307	\$ 807,385
Revenues				
Revenues	64,906	64,781	88,069	88,950
Total Revenues	64,906	64,781	88,069	88,950
Expenses				
Services & Supplies	1,391	2,500	2,991	3,050
Capital Outlay	-	-		
Transfer out to other agency	-	-		
Total Expenses	1,391	2,500	2,991	3,050
Ending Fund Balance	\$ 722,307	\$ 784,588	\$ 807,385	\$ 893,285

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT SUMMARY OF EXPENDITURE BUDGETS

Activity

The Business Assistance & Housing Development Department is responsible for the management of eight to twelve grants per fiscal year, ranging from First Time Home Buyers, Housing Rehab.

		2020-21	2021-22	2021-22	2022-23
		Actual	Budget	Projected	Adopted
Housing Expense Budgets	FUND				
Housing Program Fund	221	997,627	316,412	191,112	480,930
Home-First Time Home Buyers	222	808,525	1,997,764	1,098,488	1,810,032
CDBG Community Development	223	353,579	2,748,524	481,846	486,728
CDBG Economic Development	224	631,968	321,000	360,004	363,603
CalHome Grant Fund	225	345,836	120,000	92,380	93,304
USDA	226	2,750	3,000	1,477	-
Housing Revolving Loan Fund	227	25,000	115,000	-	115,000
EDBG Revolving Loan Fund	228	14,983	11,000	-	43,427
CDBG Program Income Fund	229	680,562	750,391	713,132	448,040
CalHome Revolving Loan Fund	230	-	307,000	-	282,000
Home Revolving Loan Fund	231	594,808	861,572	2,283,948	1,706,787
USDA RBEG Revolving Loan Fund	232	-	-	-	-
City Revolving Loan Fund	233	-	75,000	-	75,000
Total Housing		\$ 4,455,638	\$ 7,626,663	\$ 5,222,387	\$ 5,904,851

HOUSING PROGRAM FUND

Activity

The Housing Program Fund accounts for loans and repayments of various grants.

FUND: 221

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 1,237,725	\$ 1,634,970	\$ 1,634,970	\$ 2,135,181
Revenues				
Revenues	1,394,872	420,555	691,323	698,236
Interfund Transfers In	-			
Total Revenues	<u>1,394,872</u>	<u>420,555</u>	<u>691,323</u>	<u>698,236</u>
Expenses				
Salaries & Benefits	20,146	807	12,783	817
Services & Supplies	953,185	303,500	171,726	173,444
Loans Made	-			300,000
Capital Outlay	-			-
Transfers Out	24,296	12,105	6,603	6,669
Total Expenses	<u>997,627</u>	<u>316,412</u>	<u>191,112</u>	<u>480,930</u>
Ending Fund Balance	\$ 1,634,970	\$ 1,739,113	\$ 2,135,181	\$ 2,352,487

HOME GRANT FUND

Activity

This Fund accounts for the First Time Home Buyer Grants awarded by the City.

FUND: 222

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 134,969	\$ 536,304	\$ 536,304	\$ 546,447
Revenues				
Revenues	1,209,860	1,752,932	1,108,631	1,119,717
Interfund Transfers In	-	-		
Total Revenues	1,209,860	1,752,932	1,108,631	1,119,717
Expenses				
Salaries & Benefits	128,308	171,389	225,097	171,389
Services & Supplies	479,718	59,150	312,823	78,075
Loans Made	-	1,767,225		1,000,000
Transfers Out	200,499		560,568	560,568
Total Expenses	808,525	1,997,764	1,098,488	1,810,032
Ending Fund Balance	\$ 536,304	\$ 291,472	\$ 546,447	\$ (143,868)

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

Activity

This Fund accounts for various CDBG funds. Each individual grant is approved by the City Council at the time of acceptance.

FUND: 223

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 138,785	\$ 142,148	\$ 142,148	\$ 116,480
Revenues				
Revenues	149,649	2,670,728	456,178	460,739
Transfers In	207,293	-		
Total Revenues	356,942	2,670,728	456,178	460,739
Expenses				
Salaries & Benefits	989	133,556	197,695	199,736
Services & Supplies	547	1,096,526		
Grants / Loans Made	-	1,518,442		
Transfers Out	352,043	-	284,151	286,992
Total Expenses	353,579	2,748,524	481,846	486,728
Ending Fund Balance	\$ 142,148	\$ 64,352	\$ 116,480	\$ 90,491

CDBG ECONOMIC DEVELOPMENT LOAN FUND

Activity

This Fund accounts for the Economic Development Block Grant.

FUND: 224

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 158	\$ 167	\$ 167	\$ 138,889
Revenues				
Revenues	631,977	655,101	498,726	503,713
Total Revenues	631,977	655,101	498,726	503,713
Expenses				
Salaries & Benefits	-	-	53,071	53,601
Services & Supplies	906	-	196,860	198,828
Loans	-	1,000	109,091	110,182
Transfers Out	631,062	320,000	982	992
Total Expenses	631,968	321,000	360,004	363,603
Ending Fund Balance	\$ 167	\$ 334,268	\$ 138,889	\$ 278,999

CALHOME GRANT FUND

Activity

This Fund accounts for the CalHome Grant.

FUND: 225

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 246,303	\$ 252,410	\$ 252,410	\$ 252,733
Revenues				
Revenues	351,943	130,685	92,703	93,630
Total Revenues	351,943	130,685	92,703	93,630
Expenses				
Salaries & Benefits	-	-		
Services & Supplies	-	-		
Loans Made	-	-		
Interfund Transfers	345,836	120,000	92,380	93,304
Total Expenses	345,836	120,000	92,380	93,304
Ending Fund Balance	\$ 252,410	\$ 263,095	\$ 252,733	\$ 253,059

Activity

This Fund accounts for the USDA Grant.

FUND: 226

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ -	\$ -	\$ -	\$ -
Revenues				
Revenues	2,750	3,000	1,477	-
Transfers In	-	-	-	-
Total Revenues	<u>2,750</u>	<u>3,000</u>	<u>1,477</u>	<u>-</u>
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	2,750	3,000	1,477	-
Total Expenses	<u>2,750</u>	<u>3,000</u>	<u>1,477</u>	<u>-</u>
Ending Fund Balance	\$ -	\$ -	\$ -	\$ -

CITY HOUSING REHAB REVOLVING LOAN FUND

Activity

This Fund accounts for repayment of loans to low and moderate income families. The revenues received for payment are available to fund a variety of activities which benefit the City.

FUND: 227

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 884,486	\$ 1,275,181	\$ 1,275,181	\$ 1,319,854
Revenues				
Revenues	415,695	311,600	44,673	45,120
Total Revenues	415,695	311,600	44,673	45,120
Expenses				
Services & Supplies	25,000	15,000	-	15,000
Loans Made	-	100,000	-	100,000
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	25,000	115,000	-	115,000
Ending Fund Balance	\$ 1,275,181	\$ 1,471,781	\$ 1,319,854	\$ 1,249,974

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

Item 12.

Activity

This Fund accounts for the Economic Development Block Grant revolving loan fund.

FUND: 228

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 42,995	\$ 43,226	\$ 43,226	\$ 43,326
Revenues				
Revenues	15,214	16,334	100	101
Total Revenues	<u>15,214</u>	<u>16,334</u>	<u>100</u>	<u>101</u>
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	14,983	11,000	-	43,427
Total Expenses	<u>14,983</u>	<u>11,000</u>	<u>-</u>	<u>43,427</u>
Ending Fund Balance	\$ 43,226	\$ 48,560	\$ 43,326	\$ -

CDBG PROGRAM INCOME

Activity

This Fund accounts for Program Income from the Community Development Block Grant.

FUND: 229

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 105,341	\$ 733,004	\$ 733,004	\$ 995,055
Revenues				
Revenues	1,308,225	162,820	775,183	782,935
Transfers In	-	200,000	200,000	-
Total Revenues	1,308,225	362,820	975,183	782,935
Expenses				
Salaries & Benefits	181,676	194,291	132,447	239,531
Services & Supplies	498,886	56,100	476,676	103,459
Loans Made	-	500,000	104,009	105,050
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	680,562	750,391	713,132	448,040
Ending Fund Balance	\$ 733,004	\$ 345,433	\$ 995,055	\$ 1,329,950

CAL HOME REVOLVING LOAN FUND

Activity

This Fund accounts for Program Income from the Cal Home Revolving Loan Fund.

FUND: 230

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 766,953	\$ 1,004,186	\$ 1,004,186	\$ 1,099,958
Revenues				
Revenues	4,793	4,400	2,468	2,443
Interfund Transfers In	232,440	92,000	93,304	92,380
Total Revenues	237,233	96,400	95,772	94,823
Expenses				
Salaries & Benefits	-	25,000	-	-
Services & Supplies	-	7,000	-	7,000
Loans Made	-	275,000	-	275,000
Total Expenses	-	307,000	-	282,000
Ending Fund Balance	\$ 1,004,186	\$ 793,586	\$ 1,099,958	\$ 912,781

HOME REVOLVING LOAN FUND

Activity

This Fund accounts for Program Income from Home Loans.

FUND: 231

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 861,285	\$ 1,983,634	\$ 1,983,634	\$ 730,916
Revenues				
Revenues	1,102,499	308,700	462,122	457,547
Transfers In	614,658	20,000	569,108	563,473
Total Revenues	<u>1,717,157</u>	<u>328,700</u>	<u>1,031,230</u>	<u>1,021,020</u>
Expenses				
Salaries & Benefits	57,299	40,000	96,448	97,412
Services & Supplies	537,509	21,572	874,591	883,337
Loans Made	-	800,000	1,312,909	726,038
Transfers Out	-	-	-	-
Total Expenses	<u>594,808</u>	<u>861,572</u>	<u>2,283,948</u>	<u>1,706,787</u>
Ending Fund Balance	\$ 1,983,634	\$ 1,450,762	\$ 730,916	\$ 45,149

USDA RURAL BUSINESS ENTERPRISE REVOLVING FUND

Activity

The Rural Business Enterprises Grants program provides grants for projects that facilitate development of small and emerging rural business and a broad array of related activities.

FUND: 232

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 23,551	\$ 26,433	\$ 26,433	\$ 28,108
Revenues				
Revenues	2,882	110	64	65
Interfund Transfers	2,750	3,000	1,611	1,627
Total Revenues	2,882	3,110	1,675	1,692
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	-	-	-	-
Ending Fund Balance	\$ 26,433	\$ 29,543	\$ 28,108	\$ 29,800

CITY REVOLVING LOAN FUND

Activity

This Fund accounts for the City Revolving Loan Fund, including payments of principal and interest. These are City housing funds, not grant funds.

FUND: 233

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 249,487	\$ 250,710	\$ 250,710	\$ 252,027
Revenues				
Revenues	1,223	1,420	1,317	1,330
Transfers In	-	-	-	-
Total Revenues	1,223	1,420	1,317	1,330
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Loans Made	-	75,000	-	75,000
Transfers Out	-	-	-	-
Total Expenses	-	75,000	-	75,000
Ending Fund Balance	\$ 250,710	\$ 177,130	\$ 252,027	\$ 178,357

DEBT SERVICE FUND

Activity

This Fund accounts for activities related to paying the Debt Service on several City loans and the PERS Pension Bond.

FUND: 250

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 10,111	\$ 13,149	\$ 13,149	\$ 48,155
Revenues				
Revenues	834,422	862,906	1,338,684	1,366,490
Transfers In	672,200	220,000	220,000	220,000
Total Revenues	1,506,622	1,022,448	1,558,684	1,586,490
Expenses				
Principal retirement	1,238,665	838,210	1,045,385	987,391
Interest and fiscal charges	264,919	210,867	478,293	580,639
Total Expenses	1,503,584	1,049,077	1,523,678	1,568,030
Ending Fund Balance	\$ 13,149	\$ (13,481)	\$ 48,155	\$ 66,615

CAPITAL ASSET REPLACEMENT FUND

Activity

This Fund was established to account for major purchases and replacement of equipment and vehicles for various Departments within the City.

FUND: 300

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 1,106,568	\$ 1,170,233	\$ 1,170,233	\$ 1,516,921
Revenues				
Revenues	1,521,224	5,706	17,620	3,379
Transfers In	-	1,500,000	1,500,000	1,500,000
Total Revenues	1,521,224	1,505,706	1,517,620	1,503,379
Expenses				
Services & Supplies	1,457,559			
Capital Outlay	-	1,500,000	1,170,932	2,000,000
Total Expenses	1,457,559	1,500,000	1,170,932	2,000,000
Ending Fund Balance	\$ 1,170,233	\$ 1,175,939	\$ 1,516,921	\$ 1,020,300

CAPITAL IMPROVEMENTS FUND

Activity

This Funds purpose is to account for major renovations and repairs to City infrastructure.

FUND: 302

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 30,119	\$ 1,446,794	\$ 1,446,794	\$ 2,950,848
Revenues				
Revenues	1,480	1,097	4,054	4,095
Transfers In	1,500,000	1,500,000	1,500,000	1,500,000
Total Revenues	<u>1,501,480</u>	<u>1,501,097</u>	<u>1,504,054</u>	<u>1,504,095</u>
Expenses				
Services & Supplies				
Capital Outlay	84,805	2,500,000	-	2,500,000
Total Expenses	<u>84,805</u>	<u>2,500,000</u>	<u>-</u>	<u>2,500,000</u>
Ending Fund Balance	\$ 1,446,794	\$ 447,891	\$ 2,950,848	\$ 1,954,943

CAPITAL PROJECTS FUND

Activity

The Capital Projects Fund was established to provide for new City infrastructure requirements.

FUND: 303

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 1,208,705	\$ 2,727,835	\$ 2,727,835	\$ 1,599,927
Revenues				
Revenues	5,083	4,343	5,457	5,511
Transfers In	3,000,000	-	-	-
Total Revenues	3,005,083	4,343	5,457	5,511
Expenses				
Services & Supplies				
Capital Outlay	1,485,953	2,000,000	1,133,365	1,600,000
Transfer out to other agency				
Total Expenses	1,485,953	2,000,000	1,133,365	1,600,000
Ending Fund Balance	\$ 2,727,835	\$ 732,178	\$ 1,599,927	\$ 5,438

CAPITAL PROJECTS FUND (RDA BOND PROCEEDS)

Activity

This Fund was established to account for capital improvements with the excess RDA bond proceeds. Projects must be consistent with the original purpose of the bond proceeds.

FUND: 304

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 1,805,807	\$ 1,200,541	\$ 1,200,541	\$ 916,106
Revenues				
Revenues	7,507	10,110	2,791	2,819
Transfers In	-	-	-	-
Total Revenues	<u>7,507</u>	<u>10,110</u>	<u>2,791</u>	<u>2,819</u>
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	612,773	1,000,000	287,226	900,000
Transfer out to other agency	-	-	-	-
Total Expenses	<u>612,773</u>	<u>1,000,000</u>	<u>287,226</u>	<u>900,000</u>
Ending Fund Balance	\$ 1,200,541	\$ 210,651	\$ 916,106	\$ 18,925

SEWER FUND

Activity

The Public Works Department oversees the Sewer Fund. This Fund accounts for the activities related to the operation and maintenance of the Sewer Collection System.

FUND: 400

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 14,017,360	\$ 12,729,992	\$ 12,729,992	\$ 13,135,944
Revenues				
Revenues	4,353,951	3,960,172	4,653,932	4,700,472
Transfers In	-	-	-	-
Total Revenues	<u>4,353,951</u>	<u>3,960,172</u>	<u>4,653,932</u>	<u>4,700,472</u>
Expenses				
Salaries & Benefits	637,816	742,517	616,868	827,249
Services & Supplies	4,747,741	5,775,329	2,900,668	5,008,693
Capital Outlay	-	-	474,683	375,000
Transfers Out	255,762	255,761	255,761	255,761
Total Expenses	<u>5,641,319</u>	<u>6,773,607</u>	<u>4,247,980</u>	<u>6,466,703</u>
Ending Fund Balance	\$ 12,729,992	\$ 9,916,557	\$ 13,135,944	\$ 11,369,713

AIRPORT FUND

Activity

The Public Works Department operates, develops and maintains the City's Municipal Airport. The golf course lease and ATC building are included in this Fund.

FUND: 420

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 5,715,771	\$ 5,443,722	\$ 5,443,722	\$ 5,272,992
Revenues				
Revenues	606,817	1,477,562	794,603	808,413
Transfers In	-	-	-	-
Total Revenues	606,817	1,477,562	794,603	808,413
Expenses				
Salaries & Benefits	136,027	312,930	162,541	302,743
Services & Supplies	655,725	702,503	715,678	716,543
Capital Outlay	-			
Transfers Out	87,114	87,114	87,114	87,114
Total Expenses	878,866	1,102,547	965,333	1,106,400
Ending Fund Balance	\$ 5,443,722	\$ 5,818,737	\$ 5,272,992	\$ 4,975,005

STORES REVOLVING FUND

Activity

This Fund accounts for the cost of office and computer supplies, postage and copier machine operation, which are shared by a number of City Departments. This fund will be closed this fiscal year.

FUND: 510

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 25,813	\$ 26,376	\$ 26,376	\$ -
Revenues				
Reimbursements	<u>28,735</u>	<u>20,147</u>	<u>29,843</u>	<u>-</u>
Total Revenues	<u><u>28,735</u></u>	<u><u>20,147</u></u>	<u><u>29,843</u></u>	<u><u>-</u></u>
Expenses				
Office Expense	<u>28,172</u>	<u>19,363</u>	<u>31,912</u>	<u>-</u>
Transfers Out			<u>24,307</u>	
Total Expenses	<u><u>28,172</u></u>	<u><u>19,363</u></u>	<u><u>56,219</u></u>	<u><u>-</u></u>
Ending Fund Balance	\$ 26,376	\$ 27,160	\$ -	\$ -

VEHICLE MAINTENANCE FUND

Activity

The Public Works Department provides maintenance services to the City's fleet of vehicles and miscellaneous small equipment. This fund will be closed this fiscal year.

FUND: 520

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Cash Balance	\$ 100,655	\$ 166,405	\$ 166,405	\$ -
Revenues				
Revenue	-	-	-	-
Transfers In	744,795	669,877	696,658	-
Total Revenues	744,795	669,877	696,658	-
Expenses				
Salaries & Benefits	290,198	362,242	312,348	-
Services & Supplies	388,847	307,635	445,459	-
Transfers out			105,256	
Total Expenses	679,045	669,877	863,063	-
Ending Fund Balance	\$ 166,405	\$ 166,405	\$ -	\$ -

WORKERS COMPENSATION SELF INSURANCE FUND

Activity

This Fund accounts for the City's self insured Workers' Compensation program to pay for on the job injury claims by City's employees.

FUND: 530

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 180,807	\$ 344,956	\$ 344,956	\$ 372,713
Revenues				
Revenues	494,865	460,230	476,019	481,029
Total Revenues	<u>494,865</u>	<u>460,230</u>	<u>476,019</u>	<u>481,029</u>
Expenses				
Services & Supplies	329,966	399,919	443,265	443,500
Claims	750	20,000	4,997	5,000
Transfers Out	-	-	-	-
Total Expenses	<u>330,716</u>	<u>419,919</u>	<u>448,262</u>	<u>448,500</u>
Ending Fund Balance	\$ 344,956	\$ 385,267	\$ 372,713	\$ 405,242

UNEMPLOYMENT SELF INSURANCE FUND

Activity

This Fund accounts for Unemployment Insurance claims. Target Fund Balance is no less than twice the prior years claims expense.

FUND: 540

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 133,701	\$ 157,669	\$ 157,669	\$ 166,189
Revenues				
Revenues	30,842	27,200	30,431	30,400
Total Revenues	30,842	27,200	30,431	30,400
Expenses				
Claims	6,874	10,000	21,911	22,000
Transfers Out	-	-	-	-
Total Expenses	6,874	10,000	21,911	22,000
Ending Fund Balance	\$ 157,669	\$ 174,869	\$ 166,189	\$ 174,589

VISION SELF INSURANCE FUND

Activity

This Fund accounts for the City's self insured Vision Service Plan.

FUND: 550

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Fund Balance	\$ 76,104	\$ 61,063	\$ 61,063	\$ 44,728
Revenues				
Revenues	<u>3,328</u>	<u>5,700</u>	<u>5,576</u>	<u>5,700</u>
Total Revenues	<u><u>3,328</u></u>	<u><u>5,700</u></u>	<u><u>5,576</u></u>	<u><u>5,700</u></u>
Expenses				
Services & Supplies	18,369	18,750	21,911	22,000
Transfers Out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Expenses	<u><u>18,369</u></u>	<u><u>18,750</u></u>	<u><u>21,911</u></u>	<u><u>22,000</u></u>
Ending Fund Balance	\$ 61,063	\$ 48,013	\$ 44,728	\$ 28,428

SUCCESSOR AGENCY

Activity

Formerly the Redevelopment Agency Tax Increment Fund. Activities are funded by tax increments as approved by the Oversight Board and the State Department of Finance.

FUND: 560

	2020-21 Actual	2021-22 Budget	2021-22 Projected	2022-23 Adopted
Beginning Cash Balance	\$ 2,116,959	\$ 2,169,443	\$ 2,169,443	\$ 2,223,362
Revenues				
Revenues	1,641,603	1,678,392	1,642,535	1,640,619
Transfers In				
Total Revenues	<u>1,641,603</u>	<u>1,678,392</u>	<u>1,642,535</u>	<u>1,640,619</u>
Expenses				
Salaries & Benefits	5,000	5,000	5,000	5,000
Services & Supplies	5,607	5,670	6,723	6,800
Principal retirement	1,030,000	1,080,000	1,080,000	1,135,000
Interest & fiscal agent fees	548,512	499,394	496,893	444,019
Transfers Out	-	-	-	-
Total Expenses	<u>1,589,119</u>	<u>1,590,064</u>	<u>1,588,616</u>	<u>1,590,819</u>
Ending Cash Balance	\$ 2,169,443	\$ 2,257,771	\$ 2,223,362	\$ 2,273,162

SUMMARY OF TRANSFERS

FISCAL YEAR 2021-22

Fund	Account #	Transfer-Out	Transfer-In
General Fund - Police Support	100-2401-4750		170,000
Supplemental Law Enforcement Services	153-5231-9000	120,000	
Public Safety Augmentation	154-5241-9000	50,000	
General Fund - Cost Allocation	100-3501-4750		359,980
Sewer Fund	400-4101-9000	255,761	
Special Aviation Fund	420-4201-9000	87,114	
Supplemental Benefits Fund	120-5081-9000	5,000	
Housing Program Fund	221-7011-9000	12,105	
General Fund - Streets	100-3001-4750		468,568
Gas Tax	117-5071-9000	468,568	
City Debt Service Fund	250-7201-4750		220,000
General Fund	100-3501-9000	220,000	
Capital Asset Replacement Fund	300-7301-4750		1,500,000
Capital Improvement Fund	302-7311-4750		1,500,000
General Fund Reserves	100-3501-4750		1,500,000
1% District Sales Tax Fund	102-3502-9000	4,500,000	
Subtotal Transfers		5,718,548	5,718,548



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. 2**

DATE: JUNE 7, 2022

SUMMARY

The Council may consider Amendment No. 2 to Agreement No. 3394 D.H. Slater & Sons, Inc. for the additional cost of change orders due to discovery during demolition and remodel Public Safety Building.

BACKGROUND

The existing Public Safety Facility was originally built in 1982 and has been used 24 hours a day for the last 40 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.

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.

DISCUSSION

On April 5, 2022, the City Council approved Addendum No. 1 in the amount of \$400,000 to 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 included stucco patching and paint with replacement of vertical metal roofing panels. Also

added were, exterior lighting upgrades to LED, reconfigured ADA parking and added parking stalls.

As the project continues to progress and the work for the previously approved change orders has commenced, additional items for correction and updating have been discovered. Some items being cosmetic while others are outdated or substandard upgrades to be made.

FISCAL IMPACT

Payment is to occur as outlined in Exhibit "A". Funds in the amount of \$250,000.00 are requested and should cover additional unforeseeable items that may arise. Funds to come from fund 304 Capital Projects Fund that has been allocated in the 2022-2023 budget.

RECOMMENDATION

Request Council approval for contract Amendment No. 2 in the amount of \$250,000.00

ATTACHMENTS

Attachment A - Agreement Amendment No. 2
Attachment B – Exhibit A

**AMENDMENT TO PROJECT CONTRACT AGREEMENT NO. 3394
FOR PROJECT CONTRACT BETWEEN THE CITY OF OROVILLE
AND SLATER & SONS, INC.**

(Amendment No. 2)

This Amendment dated June 7, 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 \$201,416.68. Payment is to occur as outlined in Exhibit “A”. Funds in the amount of \$250,000.00 are requested should any additional unforeseeable items arise.
3. 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

By:

ATTEST:

APPROVED AS TO FORM:

Bill LaGrone, City Clerk

Scott E. Huber, City Attorney

Exhibit "A"

Addendum No. 2

	Description of Change Orders	
31	Add Bulletproof Wall & Door	\$ 12,521.09
32	Addl. Drywall Scope	\$ 15,357.10
33	Misc. Adds	\$ 4,100.82
34	Misc. Credits	\$ (11,659.49)
35	Door Hardware Replacement (accessible)	\$ 18,103.76
36	Replace Existing Ceiling Tiles	\$ 16,663.50
37	Infill Fire Door in Lobby	\$ 2,242.50
38	Remove Glue on Ceiling Tile	\$ 12,305.00
39	Add FRP in Staff Restroom	\$ 4,715.00
40	Rework Existing AC Unit Package	\$ 2,724.35
41	Door Hardware Replacement Pt. 2 (accessible)	\$ 13,308.95
42	Replace Stair Treads	\$ 7,297.90
43	Report Writing Casework	\$ 5,736.20
44	Stinless Steel Wrap Cornerguards	\$ 5,000.00
45	Additional lighting & misc. electrical (T&M)	\$ 15,000.00
46	Break Room Plumbing and Electrical	\$ 6,500.00
47	Add Door to Chief's Conference Room (temp diapsatch)	\$ 3,500.00
48	Additional Final Cleaning	\$ 5,000.00
49	Infill Windows in Interrogation	\$ 3,000.00
50	Building Signage - Police & Fire Logos	\$ 5,000.00
51	Rework Driveway for ADA Compliance	\$ 50,000.00
52	Replace Skylights	\$ 5,000.00
		\$ 201,416.68

Approved Contingeny: \$ 187,024.80
Addendum No. 1 \$ 400,000.00
 \$ 587,024.80

Total of Change Orders Above to be Approved: \$ 201,416.68
New Contingency Total \$ 789,393.91

Addendum No. 2 Request Amount \$ 250,000.00
 New Total Contingency Limit \$ 837,024.80



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDER THE PARK COMMISSION REQUEST TO OVERSEE THE CITY MUSEUMS

DATE: JUNE 7, 2022

SUMMARY

The City Council may consider the request from the Park Commission to oversee the City's five museums.

DISCUSSION

At the April 12, 2022, Park Commission meeting, the Commission discussed their goals for 2022. Out of that goals discussion came a request for the City Council to authorize the Park Commission to oversee the five City museums.

More specifically, the Park Commission has request to oversee the museum hours, entry fees, and the accession and deaccession of donated items.

Items to consider are the previously adopted the Park Commission Policies and Procedures that delineates the roles and responsibilities of the Park Commission and the City Council with respect to the parks and the museums. Policy No. 8 currently states that a donated artifact is presented to City Council for approval and an item to be loaned to a museum on a temporary basis is to be initially approved by the Park Commission with recommendation to City Council (further detailed in Policy No. 21).

Further detailed in Policy No. 8, artifacts proposed for renovation and special displays are approved by Park Commission with recommendation to Council.

Park Fees are set when the City conducts a city-wide fee study. A city-wide fee study is currently in progress and the newly proposes park fees will be presented to the Park Commission with a request for recommended approval to City Council.

Information for further consideration is the newly hired Cultural Facilities Curator who will be internally overseeing the five museums. This Curator is under the direction for the Community Development Director. The job description of the Curator details management of the collections of each museum, assessment of artifacts and recommendation of acceptance, or not, of artifact donations to Council.

FISCAL IMPACT

No fiscal impact anticipated above the staff time for preparation dedicated to research and staff report preparation for the Park Commission as it relates to museums.

RECOMMENDATION

With the recent approval and hiring of the Cultural Facilities Curator position, staff recommends that the duties remain with the Museum Facilities Curator.

ATTACHMENTS

None



CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND COUNCIL MEMBERS

FROM: DAWN NEVERS, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: CONSIDER A REQUEST BY THE GEE FAMILY FOR THE CITY TO ACQUIRE 1698 BRODERICK STREET AND CONSTRUCT A REPLICA OF THE JEE WAH TONG GENERAL STORE AND CONSIDER PRESERVATION OF AN EXISTING POMELO TREE WHERE THEY ORIGINALLY STOOD IN THE EARLY 1900'S

DATE: JUNE 7, 2022

SUMMARY

The City Council may consider the request received from the Gee family to acquire 1698 Broderick Street to reconstruct a replica of the Jee Wah Tong (JWT) general merchandise store in addition to the preservation of the existing Pomelo tree at that location.

DISCUSSION

Council Members Pittman and Smith have received requests from Mr. Sherman Gee regarding the Gee Family's desire to see the City of Oroville purchase 1698 Broderick Street, by eminent domain, and construct a replica of the Jee Wah Tong (JWT) general merchandise store. The Gee family has offered to assist with the funding for the project. Preservation of the Gee family store would provide a valuable visual experience to visitors to help identify the historic site.

Historical data pertaining to the site: (1) The original Gee family member, Quong Leong Gee, arrived in Butte County in 1883 according to the county census record. (2) He purchased the land on which he built the general store in 1901. (3) The Oroville Daily Register in 1908 shows an ad from the general store Jee Wah Tong (JWT). (4) The original signage for the store over the front facade is presently held by James Lenhoff, a local historian in Oroville. (5) The Chinese grapefruit (pomelo) tree adjacent to the general store was planted by Quong Leong Gee.

The challenges to the City of Oroville are the security of the funding, adding a sixth museum to the existing roster, long term maintenance and staffing. The existing museums do not operate with a net income or provide an economic benefit to the City. They are considered only for their historical and educational benefits to the citizens and those who visit.

Additionally, the parcel is currently in escrow by a developer wishing to develop the site.

FISCAL IMPACT

The fiscal impact is estimated at upwards of \$750,000 to acquire and build the replica facility in addition to regular maintenance and staff time.

Sherman Gee is offering a charitable gift of \$100,000 to make the purchase of the parcel and project execution.

Endowed funds for maintenance and operation of the restored JWT site as a visitor destination may also be available.

RECOMMENDATION

Due to the number of museums staff currently owns and operates, staff recommends that this request remains a private endeavor to not exacerbate the existing city resources and doцент association for the museums.

ATTACHMENTS

JWT Restoration Project Description
The Gee Family History
Original 1901 purchase deed of Quong Leong Gee

JWT Restoration Project

Objective

Restore and preserve the historic Gee family store, known as Jee Wah Tong (JWT) originally located at 1698 Broderick Street, to highlight the vibrant center of the Chinese community in Oroville back in the early 1900s. Preservation of the Gee family store would provide a valuable visual experience to visitors to help identify the historic site. It would also add to tourism and produce substantial benefits to Oroville businesses and the local economy.

Location

Specifically, the tourist appeal in the local area on Broderick Street---anchored by the Oroville Chinese Temple Museum, a replica of the Gee family general store JWT at 1698 Broderick Street, and the Chinese Christian Mission School marker half a block away---could be markedly enhanced. For convenience, the legal description of the JWT site as shown on the 1901 deed of purchase by Quong Leong Gee has been forwarded previously to avoid any doubt regarding its location.

Background

Quong Leong Gee was an immigrant from China who evidently arrived in Oroville in the 1880s and is listed in the Butte county census record for 1883. After many years of manual labor, he was able to save enough money to purchase the plot of land in 1901. He built his store and started a small business there that carried a wide range of products and services---herbal medicines, clothing, hot food, lodging, free tea and served as a mail stop. Fragrant roast pig wafting in the air attracted regular customers to the store and the free tea was enough to have people stop and chat to help pass the time. Not surprisingly, the general store became the center of the Chinese community of many thousands in Oroville at the time. Quong Leong Gee in fact was considered at the time to be the unofficial mayor of the Chinese community.

The Challenge

Enhance and preserve the historic JWT local area as a vibrant visitor destination. A gift of \$100,000 will be made available by the Gee family to the City for the following:

- Purchase the property at 1698 Broderick Street as first priority
- Reconstruct and restore JWT to resemble its original outward appearance and interior arrangement that could serve as an early 1900 period museum item (for more information on the interior arrangement, see Ref.1).
- Place a permanent marker near the pomelo tree with a protective enclosure on the site pointing to the property having been the historically rich crossroad for early 1900 Chinese society in Oroville,
- Add a watering system for the pomelo tree which was planted by Quong Leong Gee with seeds he is believed to have brought with him from China as a reminder of his old homeland,

- Provide for daily operations of the historic site employing endowed funds, state or private grants, donations from visitors, and local volunteers to give scheduled talks at the site.

Major Participants

The anticipated major participants and their respective roles in the project are described here.

1. Oroville City/Chamber of Commerce
 - Project Lead/Execution: TBD (Dept of Parks and Trees ?)
 - c.f. 1982 Interview of Gee family member in Sacramento by two Dept staff members
 - Acquire original property of the Gee General Store (JWT) located at 1698 Broderick St.
 - c.f. Original 1901 purchase deed of Quong Leong Gee
 - Secure State/Private Grants for Preservation of Historic Sites and Buildings
 - Organize volunteers to serve as restored JWT docents to explain to visitors the historic legacy of JWT and the early Chinese culture in Oroville at turn of the 20th century.
2. Gee Family
 - History of Gee Settlement in Oroville and the Gee General Store (JWT)
 - Financial Assistance:
 - charitable gift (\$100,000) to the City for real estate purchase, project execution, JWT Restoration, Historical Marker, Pomelo Tree watering system, protective enclosure, Museum Displays
 - endowed funds for maintenance and operation of the restored JWT site as a visitor destination
3. University of California Berkeley (UCB)
 - Historical Research of JWT and Early 1900s Chinese Community in Oroville
 - Multidisciplinary Technical Skills
 - Historical Account of JWT Restoration, Historical Marker, etc.
 - Documentary of JWT Restoration Project
 - Facilitate Gee funding for Project and post-project operation

Planned Schedule

The time for project completion is estimated to be two years from receipt of the charitable gift by Oroville.

Resources

A Gee family charitable gift for \$100,000 will be forwarded to Oroville from UC Berkeley for property purchase and project execution. In addition, a gift for the maintenance and operation of the restored

JWT property after project completion will be provided through a separate endowment from UC Berkeley. These resources are considered independent of any supplemental funds secured by Oroville such as through state or private grants for historic preservation.

Ref 1: “Legacy of the Lone Sentinel” , autobiography by Sherman Gee (c.f. Amazon.com)

Contacts: Sherman Gee, shrmgee@yahoo.com; Tel: 925-201-7687 (h)

Darlene Gee Bouma, darlenegee2@gmail.com; Tel: 703-731-1084 (c)

Deed Book 59

the center of Little Chico Creek: Thence along Little Chico Creek by the following courses and distances viz: N. 84° 26' W., 1.58 chs., thence S. 82° 54' W. 1.12 chs., thence N. 63° 54' W. 2.31 chs., thence S. 43° 53' W. 1.09 chs., thence S. 64° 46' W. 3.57 chs., thence S. 77° 29' W. 2.00 chs.; thence S. 42° 41' W. 1.50 chs., thence S. 39° 48' W. 0.80 chs., thence S. 44° 44' W. 4.00 chs.; thence S. 51° 21' W. 2.16 chs., thence S. 7° 07' W. 1.48 chs.; thence S. 22° 55' W. 2.73 chs; thence S. 70° 53' W. 2.10 chs., thence S. 41° 37' W. 2.42 chs. thence S. 49° 48' W. 2.23 chs., thence S. 45° 53' W. 4.50 chs., thence N. 66° 27' W. 4.66 chs., thence S. 59° W. 1.27 chs. to place of beginning, containing 123.62 acres.....

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appretaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances unto the said party of the second part; and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year first above written.
E.T. Reynolds. (Seal)

State of California,)
) ss.
County of Butte.) On this 8th day of April in the year of our Lord one thousand nine hundred and one, before me, Park Henshaw, a Notary Public in and for the County of Butte, State of California, residing therein, duly commissioned and sworn, personally appeared E.T. Reynolds known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the County of Butte, the day and year in this certificate first above written.
Park Henshaw, Notary Public
in and for the County of Butte, State of California.

Recorded at the Request of Bank of Butte Co., Apr., 9, 1901, at 5 min. past 13, P. M.
G.W. Ward Recorder.



Hong Tuck Chong,
- to -
Gee Quong Leong.

This Indenture, made the eighth day of April, 1901, between Hong Tuck Chong, the party of the first part, and Gee Quong Leong, the party of the second part,

WITNESSETH:- That the said party of the first part, for and in consideration of the sum of Seventeen Hundred Dollars, Gold Coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain lot, piece or parcel of land situate, lying and being in the County of Butte, State of California, and bounded and particularly described as follows, to-wit:

..... Thirty Five feet of the West Half of Outside Lot Number One Hundred and Six (106) of the Town of Oroville, County of Butte, State of California.....



TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances, unto the said party of the second part; and to his heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Witness to Signature of Hong Tuck Chong)
Carleton Gray.)

同德号

(Seal)

State of California,)
County of Butte.) ss.

On this 9th day of April, 1901, before me, Carleton Gray, a Notary Public in and for said Butte County, residing therein, duly commissioned and sworn, personally appeared Hong Tuck Chong known to me to be the person whose name is subscribed to the within instrument, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of Butte, the day and year in this Certificate first above written.

(Seal)

Carleton Gray, Notary Public,
Butte County, California.

Recorded at the Request of Gee Quong Leong, April 12, 1901, at 25 Min. past 1, P. M.

E. B. Ward Recorder.

A Family History
The Gee Family
Oroville, California
By Herbert W. Gee

As presented to Mr. Charles L. Miller
Department of Parks and Trees
City of Oroville, California

June 1, 2001

1330 Silver Oak Way,
Sacramento, CA 95831

June 1, 2001

Dear Mr. Miller:

It was indeed an honor, being included in the Fiesta Grand Parade and I really appreciate the courtesies extended to me and our families.

Sorry it took so long to send you a picture of our store as per your request. I have looked over our albums and there is only one small photo of our store. I think it is best to have the picture enlarged together with several others that may be of interest.

To better understand our property, I am enclosing a map showing the layout of the brick portion of our store and our adjoining buildings. I drew up the map for The Park Commission "Members who came to interview me in 1982. The rental bedrooms on the right and in the rear up to the kitchen area together with the covered back yard were torn down when the railroad workers stopped coming to Oroville. When my brother Edward and I graduated from CAL Berkeley, we did not have the time to stay in Oroville, so my mother closed up the store and moved to San Francisco where she already had a place. As time goes on, the wooden portion of the property was in disrepair so we had it torn down except the brick building which was then demolished in 1954.

The first picture shows the brick building portion of our store at 1698 Broderick St. at the end of Oak St. At the top was a wooden facade with a sheet metal covering. The dark band just below the facade was the support of a porch that extended out to the edge of the sidewalk. In the early days when we have the roast pig, we hung it on a hook from the porch

rafter and sold the roast pork on a chopping block. The conduit in the center lead to a light in the middle of the porch. The iron window was on the left. The front iron doors was behind the screen doors in the center. There was an iron door in the back. The brick front was covered with a coat of white stucco. The Chinese grapefruit tree planted by my father over a hundred years ago is on the left with fruits visible in the picture. The car in front was my 1947 De Soto.

The second picture shows the backyard of our store. Please note that we have already taken down the covered portion of our backyard and the four bedrooms up to the kitchen area. The loft with the peak roof was where we stayed during the flood of 1907. The small tree on the right is an orange tree. The taller tree in back is the Chinese grapefruit tree.

The third picture shows my father holding my brother Edward. Ed and Mable met when they were at Cal Berkeley. When Mable graduated in 1933, she went back to Canton where her brother was the Governor of the Province. Ed left for Canton right after graduation in 1934 and they were married that year. Ed and Mable came back to California when the Japanese invaded China and they settled in Berkeley. They have 3 sons and daughter Gloria. Ed passed away in 1980 at age 70 in Berkeley. Mable died in 1998 at age 92 in Berkeley.

The fourth picture shows me about age one. Unfortunately, my father passed away in late 1911 and I was born on February, 1912, so I never knew my father. After finishing Bird Street Grammar School, our mother sent Ed and me to a High School in San Francisco and Chinese School in the evening. After I graduated from Cal and before I found a permanent job, our daughter Marilyn (dec., 1997) was born in Oroville. Eventually, I

found work in my chosen profession as a Bridge Designer with the State Bridge Department (now known as Cal Trans). I retired 33 years after 31 years with the Dep't.

The fifth picture shows my mother with my brother Edward on the left and me on the right. My mother was born and raised in Marysville. It was an arranged marriage. My mother was 19 and my father was 48 when they married. The marriage lasted less than 3 years when my father with heart trouble died.

The sixth picture is another one of me standing on the levee in back of our store.

The seventh and eighth pictures are not very historically significant being more recent.

In 1978, with the invitation by Mr. James Lenhoff, the Historian of the Oroville Heritage Council, my brother and I, together with our families, attended the unveiling of the Plaque commemorating the location of the Christian Mission School. The school was destroyed by the flood of 1907. The Plaque is located about 500' east of the Temple on the other side of Broderick St.

In the dedication photo, my brother Edward is second from the left and I am third from the left.

In the group picture, taken in front of James Lenhoff's home at 1084 Montgomery St. My brother is eighth from the right, my wife is ninth from-the right and our daughter (dec. 1997) is eleventh from the right. I am sixth from the left and Mable is seventh from the left. Gloria was in Hong Kong at the time.

Incidentally, Mr. Lenhoff salvaged the sign with our store name on it from the wrecker. The sign consisted of 3 Chinese letters painted black on a gold back ground on 2' x 4' board. It was hung in Mr. Lenhoff's kitchen.

I am enclosing my Oroville Bird St. Grammar School Graduation Diploma and The Grammar Grade Penmanship Certificate. During the Park Commission interview in 1982, Mrs. Lillian Tandy mentioned that the two Articles should belong in a museum, so I am taking up her words on it.

Rather than just send you these pictures without an explanation doesn't mean much, although it may take up some of your valuable time it will give you a little insight of our families.

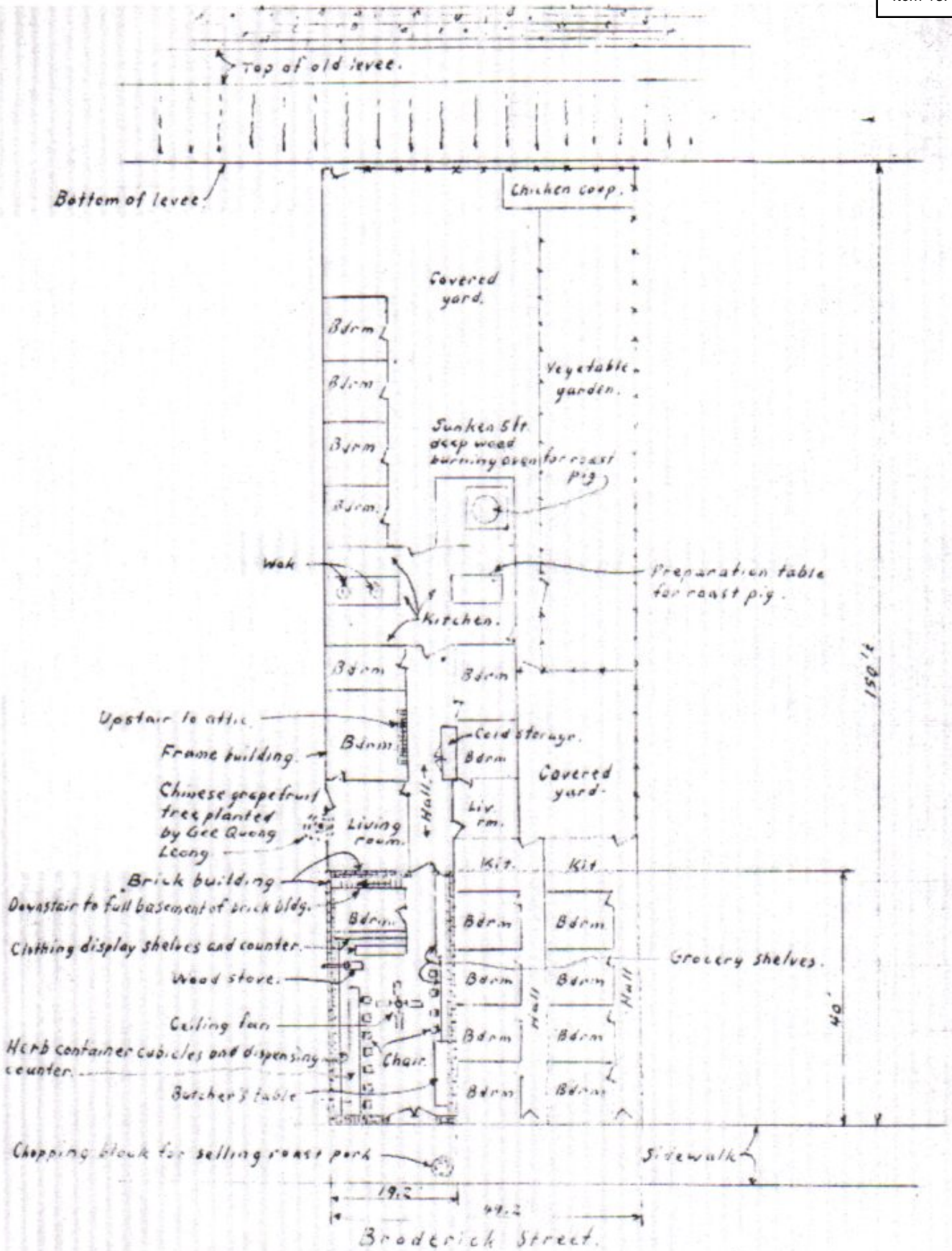
Michelle, the Historian, may be interested in the foregoing.

Since I have been away for over 45 years, occasionally, I and members of our families, came back to visit the Temple and see the Chinese grapefruit tree. I never forget my birth place in Oroville.

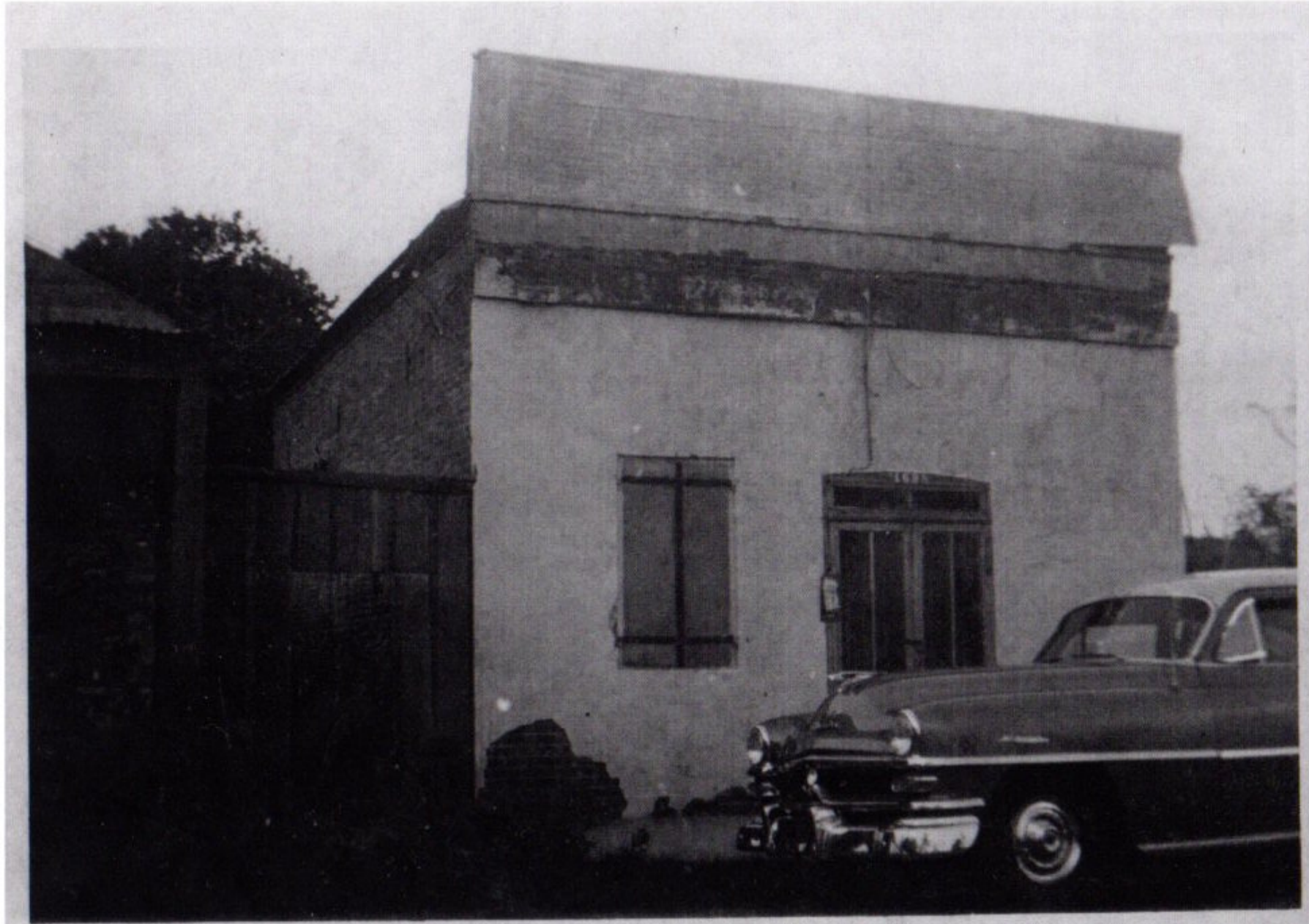
Yours truly,

Herbert Gee

Herbert Gee



Jee Wo Tong & Co (or Gee Wo Tong) address was 2699 after it was renumbered. Previous number was 906





Backyard of Jee Wah Tong - Oroville







Edward Gee - Hom Tue Woon - Herbert Gee
Mother





***Chinese Christian Mission School Dedication
Feb. 27, 1978***





CITY OF OROVILLE STAFF REPORT

TO: MAYOR REYNOLDS AND OROVILLE CITY COUNCIL MEMBERS

FROM: BILL LAGRONE, CITY ADMINISTRATOR

RE: AMENDING THE MASTER DISPOSITION AND DEVELOPMENT AGREEMENT WITH CMG PROJECT 1200, LLC FOR THE DEVELOPMENT OF THE GATEWAY PROPERTY

DATE: JUNE 7, 2022

SUMMARY

The Council will consider amending the Master Disposition and Development Agreement with CMG Project 1200, LLC, for the development of the Gateway Project.

DISCUSSION

For several years, the Oroville Redevelopment Agency and City Council have sought to rejuvenate the area adjacent the Highway 70 Montgomery Street on/off-ramp, commonly referred to as the Gateway site. At the April 6, 2021, meeting of the Oroville City Council a presentation from Mark Mendez was heard by the Council. Council directed staff to continue to work with Mendez and return to Council with a completed agreement for the Council to review and potentially approve.

At the May 17, 2022 meeting of the Oroville City Council the original agreement for the Gateway property was reassign to CMG Project 1200, LLC. The following is the list of APN's associated with the project and the parties:

1. Site and Parcel details
 - a. APN: 012-060-001, APN: 012-060-002
APN: 035-290-039, APN: 035-290-003
2. Parties to the Agreement
 - a. Developer – CMG Project 1200 LLC
 - b. City – City of Oroville

3. Disposition of the Sites

City agrees to sell, and the developer to purchase for development, the Site for a nominal amount. However, the Site will be assessed for property tax purposes as the value which is established by the Butte County Assessor's Office.

The City has communicated to the Developer the desire for the Gateway project to include a high quality hotel, several restaurant pads, along with a mix of commercial and retail space. This private-public partnership typifies the method by which future capital investments will deliver long-term infrastructure assets and related services for our community.

After the reassignment of this agreement staff met with CMG Project 1200 and discussed the necessary amendments to the original agreement. The amendments are necessary to modernize the agreement and to create an agreement that is capable of yielding a successful project. The following amendments are suggested and agreed upon with CMG Project 1200.

1. The purchase price will be \$1.00 plus any cost associated with the reassignment of the original agreement.
2. Property taxable value will be determined by the County Assessor
3. CMG Project 1200 agrees to maintain a relationship via a liaison with the City of Oroville to ensure progress and status of project
4. Phase I: Subdivision, Marketing, Incorporation of Sub developers
5. Phase II: Site Engineering and Conceptual Architectural Design
6. Phase III: Onsite and Offsite Construction
7. Phase IV: Building Design, Approval, and Construction Phase
8. Phase V: Post Construction, Sales, Leasing, and Operations

See attached agreement for additional details.

FISCAL IMPACT

City will receive one dollar at close of escrow and all fees necessary to cover cost for reassignment of original agreement. The City will further begin collecting property taxes on the property that has set vacant and off of the tax role for over a decade. As the property develops the City will receive additional revenues from sales tax generated by businesses located on the property.

RECOMMENDATIONS

Adopt Resolution No. 9059 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH CMG PROJECT 1200, LLC. FOR THE DEVELOPMENT OF THE GATEWAY

PROJECT (Agreement No. 3420)

ATTACHMENTS

Resolution No. 9059
Agreement No. 3420
Gateway Property Map
Gateway Property Proposed Map

CITY OF OROVILLE
RESOLUTION NO. 9059

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MASTER DISPOSITION AND DEVELOPMENT AGREEMENT WITH CMG PROJECT 1200, LLC FOR THE DEVELOPMENT OF THE GATEWAY PROJECT

(Agreement No. 3420)

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

1. The Mayor is hereby authorized and directed to execute a Master Disposition and Development Agreement with CMG Project 1200, LLC, for the development of the Gateway Project. A copy of the Agreement is attached to this Resolution.
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 June 7, 2022 by the following vote:

AYES:

NOES:

ABSTAIN: None

ABSENT: None

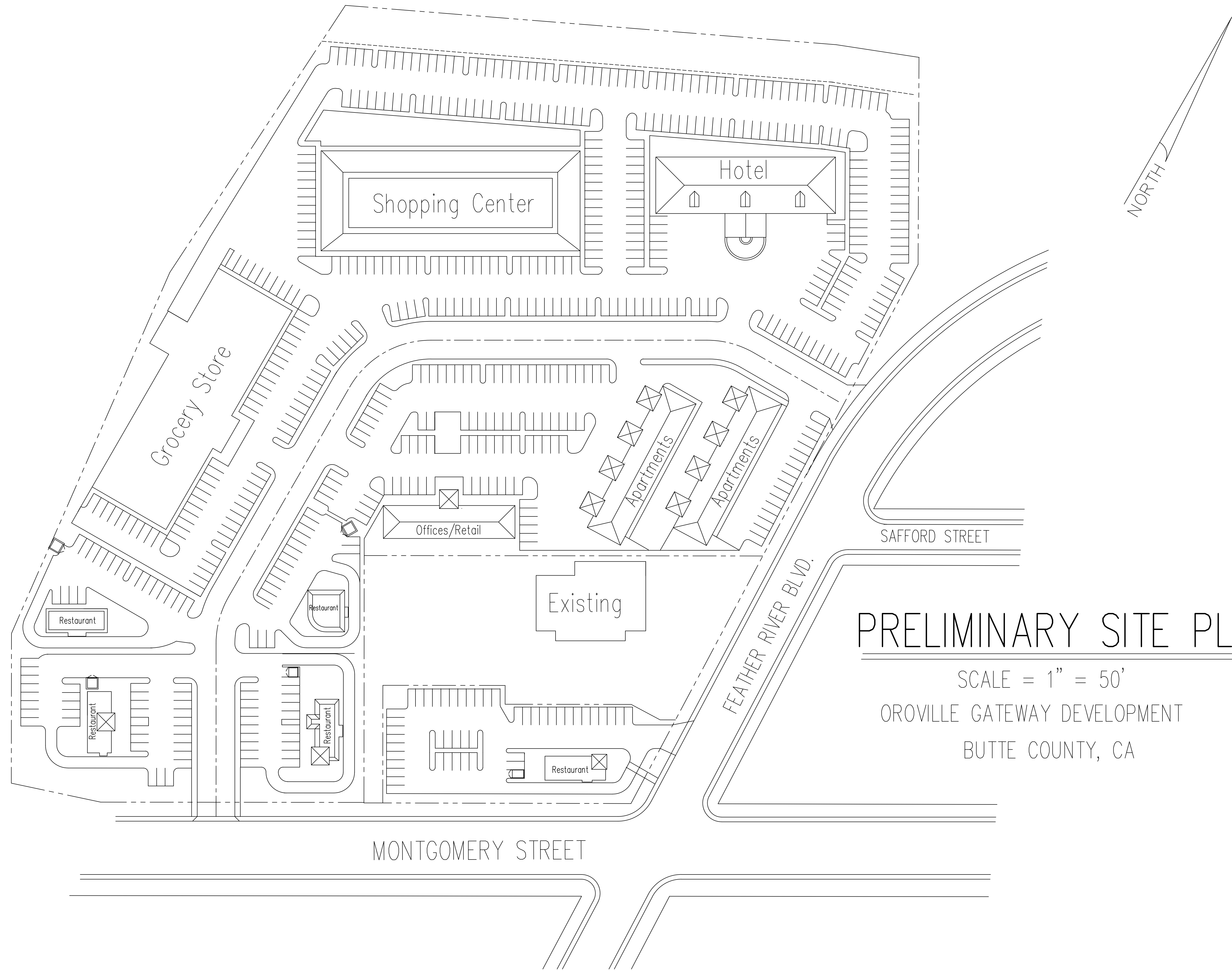
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Jackie Glover, Assistant City Clerk



PRELIMINARY SITE PLAN

SCALE = 1" = 50'
 OROVILLE GATEWAY DEVELOPMENT
 BUTTE COUNTY, CA



David G. Anderson, Architect
 41 Butte Woods Drive, Oroville, CA 95966
 Phone (530) 683-4546, Cell (530) 520-0211, E-mail dgararchitect@sbcglobal.net

drawn by
DGA
checked
date
3/29/2021

Re-Construction Project for
Mark Mendez
 87 Pine Oaks Road, Oroville, CA 95966

JOB NUMBER
 Oroville Gateway
 SHEET NO.
A2

**AMENDED AND RESTATED MASTER
DISPOSITION AND DEVELOPMENT AGREEMENT**

BY AND BETWEEN

CITY OF OROVILLE

AND

CMG PROJECT 1200 LLC

AMENDED AND RESTATED MASTER DISPOSITION AND DEVELOPMENT AGREEMENT

This AMENDED AND RESTATED MASTER DISPOSITION AND DEVELOPMENT AGREEMENT (the “Agreement”) is entered into on _____, 2022 (the “Effective Date”) by and between the CITY OF OROVILLE, a duly incorporated charter City (the “City”) and CMG PROJECT 1200 LLC, a California limited liability company, or its assignees (the “Developer”) with respect to the following agreed facts:

- A. The City is a public body, corporate and politic, exercising governmental functions and powers, organized as a charter city, and duly incorporated in the State of California;
- B. The City, acting in its own behalf and as Successor Agency for the former Oroville Redevelopment Agency, is the owner of that certain real property situate in the State of California, County of Butte, City of Oroville, which is commonly referred to by Butte County Assessor’s Parcel Numbers 035-290-003, 035-290-039, 012-060-002, 012-060-001, and more particularly described on “**EXHIBIT 1**,” attached hereto and incorporated herein by this reference (the “Site”). The Site is further depicted on the Site Layout Map (the “Map”), attached hereto as “**EXHIBIT 2**” and incorporated herein by this reference;
- C. The Site is free and clear of all debts, liens, encumbrances, covenants, conditions, and restrictions except as disclosed in this Agreement, including but not limited to those related to the disposition of land in compliance with the law eliminating redevelopment agencies in California, as well as the Surplus Property Act (AB 1486). The City will endeavor to obtain clearance from the appropriate agencies related to the disposition of the Site, however the City is under no obligation to dispose of the Site, and Developer is under no obligation to proceed with the development of the Site, unless and until the City and the Developer have received the required approvals from the applicable governmental agencies;
- D. The qualifications and identity of Developer are of particular concern to the City, and it is because of Developer’s known qualifications and identity as a real estate developer that the City has entered into this Agreement with Developer. Developer may serve as both the land development entity and as a vertical developer of the Site and the structures thereon. The City and Developer acknowledge that Developer may, consistent with the Scope of Development, attached hereto as “**EXHIBIT 3**” and incorporated herein by this reference, develop, design, construct, and market hotels, restaurants, office and retail uses and such other uses as Developer may include in Developer’s plan of development on the Site and Developer may subdivide and sell or assign the Site, or portions thereof, as part of Developer’s plan of development;
- E. The purpose of this Agreement is for the City to dispose of the Site in a manner that complies with ABx1 26, the legislation which eliminated redevelopment agencies throughout California. This Agreement is intended to serve as the development agreement for the Site. The fulfillment generally of this Agreement is in the best interests of the City, and the health,

safety, morals, and welfare of its residents and it is the intent of the Parties that this Agreement is, or by the Close of Escrow will be, in accord with the public purposes and provisions of applicable federal, state, and local laws and requirements, as well as for the benefit of the other tax revenue receiving public agencies;

- F. In furtherance of the City's intentions set forth in Paragraph E, above, and in this Agreement, and the Developer's intentions with respect to the subdivision and development of the Site, the City and Developer, and each of them, understand, acknowledge, and agree that this Agreement and the terms, covenants, and conditions set forth in this Agreement shall be binding upon, and inure to the benefit of, Developer, and Developer's heirs, predecessors-in-interest, successors-in-interest, and assigns and the covenants set forth in this Agreement shall, in accordance with **Section 5** of this Agreement, run with the land and every part or portion thereof;
- G. The City and the Developer each understand, acknowledge, and agree that this Agreement is a living document and a work in progress; therefore, this Agreement may be changed by the City Administrator and the Developer to serve the best interests of all of the people; and
- H. The City desires to sell the Site to Developer and Developer desires to purchase the Site from the City under the terms, covenants, and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the City and Developer (collectively referred to herein as the "Parties" and singularly as a "Party"), and each of them, covenant and agree as follows:

1. Incorporation by References. The recitals set forth in paragraphs A., B., C., D., E., F., G., and H., above, and all attachments, exhibits, and addenda attached hereto, are hereby incorporated into this Agreement by reference as though set forth herein in their entirety. The Parties, and each of them, covenant and agree that each such recital is true and correct.
2. Sale and Purchase.
 - a. Authority. Each Party represents to the other Party that each Party is vested with the actual authority to enter into this Agreement and that each of the undersigned is the actual agent of the Party with the power to bind that Party to the terms and conditions set forth in this Agreement.
 - b. Purchase Price. With the understanding that under the terms and conditions set forth in this Agreement Developer will be required to undertake the cost and expense of the architectural and engineering designs, the cost and time associated with obtaining the necessary approvals and permits, the assumption of the inherent risks associated with prospective development, and the cost of applicable City, county, and state taxes, assessments, and fees, the City, acting on its own behalf and as Successor Agency for the former Oroville Redevelopment Agency, agrees to sell, and Developer agrees to purchase, the Site for the total sum of ONE DOLLAR (\$1.00), which shall be paid by Developer to the City at the Close of Escrow. The City and Developer understand, acknowledge, and agree that the Site will be assessed for property tax purposes as the value which is established by an appraisal to be conducted jointly by the Parties and negotiated by Developer and

the City with the Butte County Assessor prior to the Close of Escrow. Developer, or any successor assignee, shall be responsible to pay property taxes on the actual value of the Site established at the time of sale, and as adjusted from time to time by the County Assessor.

c. Conveyance of Title. At such time as Developer and Seller have reasonably satisfied the conditions precedent to the Close of Escrow, the City and Developer shall direct the escrow holder for this transaction to close the escrow in accordance with this Agreement including recording the Grant Deeds, the form of which is attached hereto as **EXHIBIT 4**, and incorporated herein by this reference, as are necessary to convey the title to the Site to Developer in fee simple absolute.

3. Escrow. Within five (5) business days after this Agreement is fully signed and dated by the City and Developer, the City shall open the escrow account for this Transaction (the “Escrow Account”) with a title and escrow company that is mutually acceptable to both Developer and City (the “Escrow Holder”).

a. Escrow Instructions. This Agreement constitutes the joint escrow instructions of the City and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Holder. The City and Developer shall jointly provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Holder is hereby empowered by the Parties to act under this Agreement and, upon receipt of a copy of this fully executed Agreement, Escrow Holder shall deliver to the City and Developer its written acceptance of the escrow instructions and proceed to carry out its duties as the Escrow Holder hereunder.

b. Escrow Fees and Costs. Except as otherwise provided herein, all escrow fees, recording fees, and costs of escrow shall be borne by the City and the Developer as follows:

(1) Developer’s Share of Escrow Fees and Costs. Developer shall, no later than five (5) days prior to the Close of Escrow, deliver to the Escrow Holder funds in amount sufficient to pay for:

- (a) The full Purchase Price for the Site;
- (b) Developer’s one-half (1/2) of all Escrow fees, charges, and costs including, but not limited to, document preparation fees, recording fees, notarial fees (collectively the “Escrow Fees and Costs”), all in such amounts as approved by Developer; and
- (c) The premium for the Developer’s CLTA title insurance policy, subject to the provisions of **Subsection 3.b.(4), below.**

(2) The City’s Share of Escrow Fees and Costs. The City shall, no later than five (5) days prior to the Close of Escrow, deliver to the Escrow Holder all documents and funds in an amount sufficient to pay for:

- (a) Any and all Grant Deeds required to convey the Site to Developer in accordance with this Agreement;
- (b) The City’s one-half (1/2) of all Escrow Fees and Costs, all in such amounts as approved by the City;

(c) Any additional premium charged by the Title Company for an ALTA standard title insurance owner's policies in lieu of the CLTA title insurance policy referred to in **Subsection 3.b.(4)**, below;

(d) All *ad valorem* taxes, if any, for any time prior to the Close of Escrow;
and

(e) All state, county, and city documentary transfer tax and stamp taxes.

(3) Document Preparation and Signing. Upon the full performance of all requirements set forth in **Subsections 3.b.(1)** and **3.b.(2)**, above, and the delivery by the City of the signed, dated, and notarized Grant Deeds to the Escrow Holder in form suitable for recording, the Escrow Holder shall record such Grant Deeds when Developer can be vested with title in fee simple in accordance with the terms and provisions of this Agreement.

(4) Title Insurance. Concurrently with recordation of the Grant Deeds, Title Company shall cause First American Title Insurance Company to issue to Developer and the City an ALTA Title Insurance Policy for the Site. Developer shall pay an amount equal to the premium for a CLTA Title Insurance Policy, and the City shall pay an amount equal to the difference between the Premium for the CLTA and ALTA Title Insurance Policies. The insured amount shall be equal to the value of the Site established in **Subsection 3.b.(5)**, below.

(5) Proration of Taxes and Assessments. Real property taxes ("Property Taxes") and assessments on the Site, if any, and taxes upon this Agreement or any rights hereunder, levied, assessed, or imposed for any period commencing prior to Close of Escrow shall be borne by the City. All such property taxes and assessments levied or imposed for any period commencing after the Close of Escrow shall be borne by Developer and Developer's liability for the payment of such property taxes and assessments shall commence after the successful Close of Escrow.

(6) General Escrow Accounts. All funds received in this Escrow shall be deposited by the Escrow Holder with other escrow funds of the Escrow Holder in a general escrow account or accounts with any state or national bank doing business in the State of California. All disbursements shall be made by check of the Escrow Holder. All prorations shall be made on the basis of a thirty (30) day month.

(7) Amendment. Any amendment of the Escrow instructions shall be in writing and signed by both the City and Developer and accepted by the Escrow Holder.

(8) Notice. All communications from the Escrow Holder shall be directed to both the City and Developer to the addresses for each set forth in this Agreement.

(9) Closing, Recording, and Distributions. Upon the Close of Escrow, the Escrow Holder shall:

(a) Cause the Grant Deeds to be recorded in the Official Records of the County of Butte, State of California, conveying title to Developer in fee simple absolute;

(b) Record any instrument or instruments approved by Developer and the City which are reasonably necessary or proper to correctly vest title in Developer in accordance with the terms and provisions of this Agreement;

(c) Deliver the Purchase Price to the City;

(d) Deliver to Developer Title Insurance Policy or Policies in conformity with this Agreement; and

(e) Pay and charge the City and Developer for their respective share of the Escrow Fees and Costs, taxes, and assessments payable pursuant to this Agreement. As a condition precedent to the collection of the aforementioned fees, charges, and costs, Title Company shall have first notified the City and Developer of the fees, charges and costs necessary to clear title and Close the Escrow.

(10) Conveyance of Clear Title. The City and Developer covenant and agree that notwithstanding any term, covenant, or condition set forth in this Agreement that is or may be construed the contrary, at such time the Escrow is prepared to close, the City shall convey clear title to Site to Developer. If the City fails or refuses, for any reason, to convey title to the Site to Developer in accordance with this Agreement, City shall pay to Developer all costs, fees, and expenses incurred by Developer including but not limited to, the cost of Developer's time, the cost of Developer's consultants and attorneys, all design fees and costs, any and all escrow fees and costs, and all other damages (general, special, direct, indirect, and consequential) incurred or suffered by Developer.

(11) No Agents or Brokers. Neither the City nor Developer shall be liable, and each shall hold the other harmless from and against, any real estate commissions or brokerage fees that may arise from this Agreement. The City and Developer each represent that neither has engaged any broker, agent, or finder in connection with this Transaction.

4. Tests, Investigations, and Inspections. Developer shall have a period of ninety (90) days from and after the Escrow Date (the "Inspection Period") to perform such tests, investigations, and inspections (collectively, the "Inspections"), at Developer's sole expense, on the Site as Developer deems necessary in Developer's sole, subjective, and absolute discretion. The City covenants and agrees to fully cooperate with Developer and to facilitate the Inspections. In the event conditions are encountered that require, in Developer's discretion, additional time for Developer's Inspections, upon written notice by Developer to the City, Developer and City agree that the Inspection Period and the date for the Close of Escrow, shall be extended by the Parties for an additional sixty (60) days from and after the original ninety (90) day Inspection Period (the "Extended Inspection Period").

a. Reports, Documents, and Title. Within fifteen (15) days after this Agreement is fully signed by the Parties, the City shall provide Developer a Preliminary Report prepared and issued by First American Title Insurance Company (the "Preliminary Report"), copies of all documents and exceptions to title identified in the Preliminary Report (the "Exceptions"), copies of all of the most recent vesting deeds for each parcel identified in this Agreement, copies of all documents intended to create record notice of any interests, disputes, terms, covenants, and conditions affecting the Site, and copies of all tests, inspections, reports, and engineering for the Site including, but not limited to, all

Phase I, Phase II, and Phase III environmental reports, geological tests and surveys, soil tests and reports, and all maps, plats, plans, and drawings previously prepared for the use or development of the Site (collectively, the "Reports"), that are in the possession, or within the control, of the City. In the event it is determined that an Environmental Impact Report ("EIR") is required for any reason for this Development, the costs associated with the preparation of the EIR and the EIR process shall be borne by the City at the City's cost and expense.

(1) Preliminary Report and Condition Title. The Preliminary Report shall be dated no earlier than the Escrow Date and the Preliminary Report and the Exceptions shall be updated and provided to Developer and the City no sooner than five (5) days prior to the Close of Escrow.

(a) For a period not to exceed sixty (60) days after Developer's receipt of the Preliminary Report, Developer shall have the opportunity to review and either approve or disapprove the Preliminary Report and any parts or portions thereof including the exceptions to title. If Developer gives written notice to the City of Developer's approval of the Preliminary Report, the condition of title, and the exceptions to title, this condition shall be deemed satisfied; provided, however, that this provision shall not be construed as a waiver of the City's obligation to take all actions necessary to convey the Site to Developer free and clear of all debts, liens, and encumbrances as provided in this Agreement.

(b) If within said sixty (60) day period Developer disapproves all or any portion of the Preliminary Report, the condition of title, or any exception or exceptions to title, Developer shall provide the City written notice of the Developer's disapproval or disapprovals thereto and the basis of said disapproval or disapprovals (the "Notice of Disapproval"). Within thirty (30) days after the date on which Developer delivers the Notice of Disapproval to the City, the City shall correct at City's cost and expense those items identified by Developer in the Notice of Disapproval.

(c) If for any reason the City does not correct, at the City's cost and expense, those items identified by Developer in the Notice of Disapproval within said thirty (30) day period, Developer and/or City shall have the option, but not the obligation to terminate this Agreement and the provisions of **Subsection 4.b.**, below, shall apply.

b. Site Inspections, Investigations, and Tests. The Reports shall be legible, signed, and dated and where applicable, each recorded instrument shall bear the date stamp and document identification of the Butte County Clerk Recorder. The City and the Developer are entitled to receive copies of all Reports without regard for the party who paid for or obtained the services to produce the Report.

(1) For a period of sixty (60) days after Developer's receipt of all of the Reports, Developer shall have the right, but not the obligation, to freely enter the Site to perform all inspections, investigations, surveys, and tests on the Site that Developer so desires at the Developer's sole expense.

(2) Upon completion of Developer's inspections, investigations, surveys, and tests, Developer shall restore the Site to its condition prior to such inspections, investigations, and tests;

provided, however, that Developer shall have no obligation to perform further testing on the Site, or to remove, restore, remediate, transfer, store, or dispose of any hazardous or toxic waste, materials substances, contamination, underground structures, tanks, fuel storage tanks, cisterns, or substances from the Site that are or may be uncovered, located, identified, indicated, or discovered during Developer's Inspections.

(3) Developer agrees that after performing Developer's due diligence investigations on the Site and after Developer's evaluation of the tests, inspections, surveys, findings, borings, sampling, and Reports referred to above, if the condition of the Site is acceptable to Developer, in Developers sole and subjective discretion, Developer agrees to purchase the Site "AS-IS," in its current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials (as defined herein) thereon or therein and any other matters affecting the Site.

(4) In the event Developer, during Developer's Inspections of the Site, uncovers, locates, indicates, identifies, or discovers any Hazardous Materials on or about the Site or as a result Developer's investigations, the City covenants and agrees to protect, defend (with legal counsel acceptable to Developer), indemnify, and hold Developer, and Developer's officers, directors, shareholders, principals, agents, members, managers, employees, consultants, attorneys, heirs, successors, and assigns harmless from and against any and all claims, losses, costs, damages, fines, fees (including attorney's fees, expert's fees, consultant's fees, and filing fees), costs (including, but not limited to, court costs), penalties, actions, administrative actions, causes of action, judgments, awards, liens, encumbrances, and all liabilities of any type, kind, or nature including, but not limited to, injuries to a person or persons and the death of a person or persons, arising out of, or in any way related to, the condition of the Site, the performance of Developer's inspections, investigations, surveys, and tests on the Site, and information regarding the condition of the Site and the area surrounding the Site discovered at any time by Developer or those acting on behalf of Developer. This provision shall survive the cancellation of this Agreement due to, or related to, the discovery of hazardous materials on the Site.

(5) It shall be the sole responsibility of the Developer, at the Developer's sole expense, to investigate and determine the soil conditions of the Site and the suitability of such soil conditions for the improvements to be constructed by the Developer.

(6) If within sixty (60) days after Developer's receipt of all of the Reports, Developer gives written notice to the City of Developer's approval of the Reports and the conditions on the Site, this condition shall be deemed satisfied; however, if the soil conditions are not in all respects entirely suitable for the use or uses to which the Site will be put, then Developer may request, in writing, that the unsuitable conditions be corrected by the City at the City's cost and expense. If Developer requests the City make such corrections and the City does not make the requested corrections within thirty (30) days after Developer's written request, Developer shall have the option, but not the obligation, in Developer's sole, subjective, and absolute discretion to (1) proceed with this transaction and purchase the Site in its then present condition in which case Developer will perform

the corrections at its cost or (2) cancel this Agreement by written notice to the City in which event neither party will have any further obligation to the other Party.

c. Development Plan and Schedule.

(1) Primary Performance. It is the intent of the City and Developer that the project contemplated by this Agreement (the “Project”), will reach certain development goals within defined periods of time. The City and Developer agree that in consideration of the complexity of the Project, the development process, and external conditions in the market place, the labor market, and world conditions, on a quarterly basis, the City and Developer will meet to discuss the then current status of the Project, and circumstances that may affect the Project, and the how the Parties, working together, may keep the project on track.

(2) Liaison. To facilitate the Project, the City and the Developer will each appoint a liaison for the primary purpose of maintaining clear lines of communication regarding the Project and its progress, and how the parties may best address their concerns and objectives and, in the spirit of cooperation to address such concerns and objectives, find solutions, and work toward the steady progress of the Project.

(3) Project Phases and Milestones. The development of the Project will be composed of a number of phases (collectively the “Phases” and singularly as “Phase”). Each Phase will identify a stage in the development, and will be comprised of a series of tasks, each of which will be connected to a particular “Milestone” or a series of “Milestones.” The duration of each Phase will be established by the commencement or completion of the series of Milestones. The Phases for the Project, will consist of the following:

Phase I: Subdivision, Marketing, Incorporation of Subdevelopers

Phase II: Site Engineering and Conceptual Architectural Design

Phase III: Onsite and Offsite Site Construction

Phase IV: Building Design, Approval, and Construction Phase

Phase V: Post Construction, Sales, Leasing, and Operations

(4) Developer’s preliminary Milestone Schedule, which will be reviewed quarterly by the Parties’ respective liaisons is attached hereto as “**EXHIBIT 5**” and incorporated herein by this reference. The Parties understand, acknowledge, and agree that the attached Milestone Schedule is for illustrative purposes, and it is not a representation as to the duration or completion date of the Project. It is anticipated that this Milestone Schedule will be modified as the project progresses to reflect changes in conditions and circumstances.

d. Phased Construction Considerations.

(1) The preliminary phasing of the Project is based on the following factors:

(a) Phases I and II begin after the Close of Escrow for the purchase of the Property by the Developer. Phase I will continue through the projected completion of the Project.

(b) Phase III can begin once the subdivision portion of Phase II is completed.

(c) Once the subdivision part of Phase III is completed, the site construction component can begin.

(d) Once Phase III is completed, Phase IV will begin. In Phase IV, each structure will be scheduled and driven by market conditions, construction durations, materials and labor availability, and sale times; therefore, the duration illustrated is uncertain.

(e) Phase V will begin for each structure as completed.

e. Performance. The City and Developer have discussed the time of performance and the duration of the Project. After discussing the development costs that the Developer will incur and bear under the terms of this Agreement including the cost of all design and engineering, onsite and offsite improvements, construction, and incubation, Developer's greatest incentive will be to complete the Project as soon as reasonably possible.

f. The Parties understand, acknowledge, and agree that circumstances may change based on market, economic, land use, and construction conditions, Developer and the City agree that each will cooperate with the other in good faith to evaluate the "economic feasibility" of the proposed development of the Site and the construction of the improvements in accordance with this Agreement (collectively, the "Improvements"), and to modify, amend, or adjust the timing and development of the Improvements so that the Improvements are satisfactory to both the City and the Developer.

g. Delay. With respect to any and all of Developer's obligations set forth in this Agreement, or incorporated into this Agreement by reference, Developer shall be excused from any and all delays in the performance of said obligations including, but not limited to, delays caused by the condition of the marketplace and the economic feasibility of the development of the Site, the value of the Site, the construction of the Improvements, and the operating costs of the Improvements or marketability of the Improvements, any or all of which are caused by, or in any way related to, acts of God; acts, actions, or the failures to act of or by the City or the City's council members, managers, directors, officers, agents, employees, consultants, contractors, and attorneys; inclement weather; labor slowdowns, strikes, and boycotts; the cost, availability of, or shortages of labor, materials, equipment, goods, services, and the utility service costs, unanticipated increases in the cost of labor, materials, and equipment and the cost and timing of shipping or delivery thereof; acts of public utilities, public bodies, public enemies, or inspectors; changes requested by the City or any person, persons, entity or entities acting on behalf of the City; fires, wildfires, tornados, and floods; Government action, legislation, executive orders, or emergency orders given or made as a result of the occurrences of any epidemic, pandemic, outbreak, strife, riot, or insurrection, shortages of food, fuel, water, personal protection equipment, the result or occurrence of which delay, stop, or suspend the Improvements and the ripple effect impact thereof on Developer, the Improvements, and Developer's other projects; shelter in place orders, and shortages of labor, materials, and equipment; and all other contingencies unforeseen by Developer and beyond its reasonable control.

5. Covenants Running With the Land.

a. The Covenants. The City and Developer, on behalf of Developer and Developer's successors and assigns, covenant and agree that:

(1) This Agreement sets forth the City's and Developer's covenants concerning the development and use of the Site (the "Covenants");

(2) This Agreement shall survive the Close of Escrow and run with the land and any part or portion thereof.

(3) Developer, and Developer's successors-in-interest and assignees shall devote the Site to the uses in accordance with the Covenants;

(4) This Agreement and the Covenants shall terminate as a matter of law on that date which is ten (10) years after the date on which title to the Site is conveyed to Developer.

b. Memorandum of Agreement. At the Close of Escrow, the Escrow Holder shall record a memorandum of this Agreement in the Official Records of the County of Butte, State of California, in sufficient detail to provide record notice of the Covenants, the duration of this Agreement, and the real property which is affected by this Agreement in form satisfactory to Developer and City.

c. Beneficial Interest. The City is deemed the beneficiary of the terms and provisions of this Agreement and of the Covenants for the purposes of protecting the interests of the community and other Parties, public or private, who may benefit from this the development of the Site.

d. Termination of Covenants. Except as provided elsewhere in this Agreement, upon the termination of this Agreement and the Covenants as provided in **Subsection 5.a.(4)**, above, the Covenants shall no longer be enforceable and the City and Developer shall each cooperate with the other to record such documents, take such actions, and do such things as are necessary to release the Site from the Covenants effective as of the date of termination.

6. Permits, Approvals, Zoning, and Subdivision. As a material inducement to Developer to enter into this Agreement with the City and proceed with designs and approvals at Developer's cost and expense, the City covenants and agrees that the City shall within the limitations of local, state, and federal ordinances, regulations, and laws, cooperate fully with Developer to obtain the required permits, approvals, zoning, and subdivision of the Site in accordance with the durations and milestones set forth in the Development Schedule.

a. Preliminary Plans. After the Close of Escrow, Developer shall prepare and submit to the City for the City's review and written approval, Developer's preliminary plans and drawings for the Site, which shall include the overall development concept for the development, of the Site showing subdivided parcels, building locations, points of ingress and egress, landscaping, and conceptual elevations (the "Preliminary Plans"). The City shall:

(1) Review and render comments on the Preliminary Plans to Developer within sixty (60) days after submittal of the Preliminary Plans by Developer to the City. If the City does not review and render its written comments on the Preliminary Plans to Developer within said sixty (60)

day period, it shall be deemed that the Preliminary Plans are approved in all respects by the City and Developer shall proceed to prepare the “Final Plans” as defined in **Subsection 6.b.**, below.

(2) If the City has provided written comments to Developer as to the Preliminary Plans within the sixty (60) day period referred to in **Subsection 6.a.(1)**, above, Developer will resubmit the revised Preliminary Plans to the City for the City’s review and approval based on the City’s written comments.

(3) The process outlined in **Subsections 6.a.(1)-(2)**, above, may be repeated one (1) additional time for two (2) total reviews. After the City’s second review, Developer shall then proceed to prepare the Final Plans on the basis of the City’s second review of the Preliminary Plans.

b. Final Plans. Within twelve (12) months after the Preliminary Plans are approved by the City, Developer shall provide the City with the Final Plans. The “Final Plans” are hereby defined as having sufficient detail to obtain the building permit or permits for construction of the phase of the Development identified therein.

c. Responsibilities of the City. The City shall provide all services, and take such actions required of it for the approval of all plans and drawings, the issuance of permits, any modifications of existing zoning, and the subdivision of the Site all within the time set forth in this Section 6, subject to modifications by Developer in accordance with **Subsection 4.f.**, above.

d. Time for Review and Approval. The City shall approve or disapprove the plans, and related documents for the development of the Site within the times set forth in **Section 6**, above. In the event of a conflict as to times, durations, and milestones for the preparation, submittal, and review of the plans and drawings as set forth herein, the times, durations, and milestones set forth in the Milestone Schedule shall be the controlling document for the times, durations, and milestones for this Development.

e. Schedule Modification. The timelines and order of work may be modified by the City Administrator and Developer for good cause

If Developer desires to make any substantial change in the Final Plans after their approval by the City, Developer shall submit the proposed change to the City for its approval. If the Final Plans, as modified by the proposed change, appear in the Development Schedule, or conform to this Agreement or Developer’s scope of the development indicated in the Preliminary Plans, the City shall approve the proposed modification within twenty (20) days after the date of Developer’s request. If the City does not respond to Developer’s request for modification within the twenty (20) day period, Developer’s proposed modifications shall be deemed approved.

7. Construction of Improvements.

a. Construction Costs. Except as provided in this Agreement, the costs of developing the Site and the construction of the structures and improvements on the Site shall be borne by Developer unless set forth in this Agreement or a duly executed amendment to this Agreement.

b. Construction Schedule. After all required permits and approvals are received by Developer for the development of the Site and provided the development of the Site is economically feasible, the Development Schedule shall be modified to reflect the order of construction by phase, the durations for the construction of each structure or phase, and any milestones identified by the Developer. The Parties agree that the Construction portion of the schedule shall be for general information and subject to modification by Developer, in Developer's sole, subjective, and absolute discretion. This subsection shall not act as a waiver of the timelines contained in this Agreement related to delays and construction feasibility.

c. Compliance with Laws. Developer shall carry out the construction of the improvements on the Site in conformity with all applicable laws, including all applicable federal and state labor standards. The City represents to Developer that this Development is not a prevailing wage project, and each of the City and Developer understands, acknowledges, and agrees that if it is determined by the Division of Industrial Relations that prevailing wages are required to be paid for work performed on this Development, the City shall bear the cost and burden thereof.

8. Environmental Indemnification.

a. Environmental Hazard Definitions.

(1) As used in this Agreement, the term "Environmental Response Actions" means any and all activities, data compilations, preparation of studies or reports, interaction with environmental regulatory agencies, obligations and undertakings associated with environmental investigations, removal activities, remediation activities or responses to inquiries and notice letters, as may be sought, initiated or required in connection with any local, state or federal governmental or private Party claims, including any claims by Developer or the City.

(2) As used in this Agreement, the term "Environmental Response Costs" means any and all costs associated with Environmental Response Actions including, without limitation, any and all fines, penalties and damages.

(3) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is (1) defined as a "hazardous waste," "hazardous material," "hazardous substances," "extremely hazardous waste," "restricted hazardous waste," "pollutant" or any other terms comparable to the foregoing terms under any provision of California law or federal law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; or (6) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

9. Non-Discrimination Provisions.

a. Developer covenants by and for itself and any successors-in-interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site. Nor shall Developer itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with

reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the Site. The foregoing covenants shall run with the land.

b. Form of Nondiscrimination Clauses. Developer shall refrain from restricting the rental, sale or lease of the Site on the basis of race, color, creed, religion, sex, marital status, ancestry or national origin of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination clauses:

(1) In Deeds.

“The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises herein conveyed, nor shall the grantee, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

(2) In Leases.

“The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein leased.”

(3) In Contracts:

“There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the premises, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the premises.”

10. Time of the Essence. Time is of the essence in all things pertaining to this Agreement. In the event of delay not within the reasonable control of a Party, the times set forth herein shall be equitably adjusted, in a writing signed by both the City and Developer.

11. Venue and Jurisdiction. In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the State of California in and for the County of Butte, State of California. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

12. Construction and Interpretation. This Agreement has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted this Agreement is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the Parties and this Agreement.

13. Dispute Resolution. In the event of a dispute arising under this Agreement, the parties agree that such dispute shall be resolved by and through judicial reference in accordance with California Civil Code Section 638, et seq, and any successor statute of similar effect, subject to the provision of section 640. It is further agreed that all parties shall be entitled to discovery as set forth in the California Civil Discovery Act and the times and limitations set forth in the California Code of Civil Procedure and the California Evidence Code. Neither Party shall be required or compelled to participate in any form of arbitration and this provision may be pleaded as a complete defense to any motion, action, or attempt to compel the submission of disputes under this Agreement to any form of arbitration.

14. Attorney's Fees. In the event of a dispute between the Parties, the prevailing party shall be entitled to recover from the non-prevailing party the prevailing parties' reasonable attorney's fees, expert's fees, and costs of suit. This provision shall also apply to attorney's fees on appeal.

15. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by any Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other Party.

16. Right to Cure and Damages. If either Party defaults with regard to any of the provisions of this Agreement, the non-defaulting Party shall serve written notice of such default upon the defaulting Party. If the default is not cured or commenced to be cured by the defaulting Party within ten (10) days after the delivery of said written notice, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's direct, indirect, general, special, and consequential damages.

17. Waiver of Damages. Notwithstanding any term, covenant, or condition set forth in this Agreement to the contrary, each Party waives and release the other Party from and against all punitive and exemplary damages.

18. General Provisions.

a. Notices, Demands, and Communications Between the Parties. Notices, demands, and communications between the City and Developer required under, or in furtherance of, this Agreement shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and Developer as follows:

(1) All Correspondence and Notices to the City concerning this Agreement shall be mailed to:

City of Oroville
Attn: City Administrator
1735 Montgomery Street
Oroville, California 95965-4897

(2) All Correspondence and Notices to Developer concerning this Agreement shall be mailed to:

CMG PROJECT 1200 LLC
Attn: Mark Mendez

Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by mail.

b. Conflicts of Interest. No member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement that affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. Developer warrants that it has not paid or given, and will not pay or give, any third person any money or other consideration for obtaining this Agreement.

c. Non-liability of the City Officials and Employees. To the extent set forth under California law, no member, official or employee of the City shall be personally liable to Developer in the event of any default or breach by the City or for any amount that may become due to Developer or on any obligations under the terms of this Agreement.

d. Integration; Waivers. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City and

Developer, and all amendments hereto must be in writing and signed by the appropriate authorities of the City and Developer.

e. Time of Acceptance by City. This Agreement, when executed by Developer and delivered to the City, must be authorized, executed and delivered by the City within forty-five (45) days after the date of signature by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the City.

f. Submission of Documents to the City for Approval. Whenever this Agreement requires Developer to submit plans, drawings or other documents to the City for approval, which shall be deemed approved if not acted on by the City within a specified time, said plans, drawings, or other documents shall be accompanied by a letter stating that they are being submitted and will be deemed approved unless rejected by the City within the stated time. If there is no time specified herein for such the City action, Developer may submit a letter requiring the City approval or rejection of documents within thirty (30) days after submission to the City or such documents shall be deemed approved.

CITY OF OROVILLE, a charter city duly incorporated under the laws of the State of California.

Dated: _____

By: _____, Mayor

Dated: _____

By: _____, City Administrator

CMG PROJECT 1200 LLC,
a California limited liability company

Dated: _____

MARK MENDEZ, Manager

APPROVED AS TO FORM AND CONTENT

SCOTT E. HUBER, Esq.
COLE | HUBER, LLP
Attorney for CITY OF OROVILLE

BENEDICT C. DI DUCA, Esq.
DI DUCA | ELLINGSON, APC,
Attorney for CMG PROJECT 1200 LLC

EXHIBIT 1
LEGAL DESCRIPTION

(TO BE ATTACHED BEFORE SIGNING)

EXHIBIT 2 SITE LAYOUT MAP

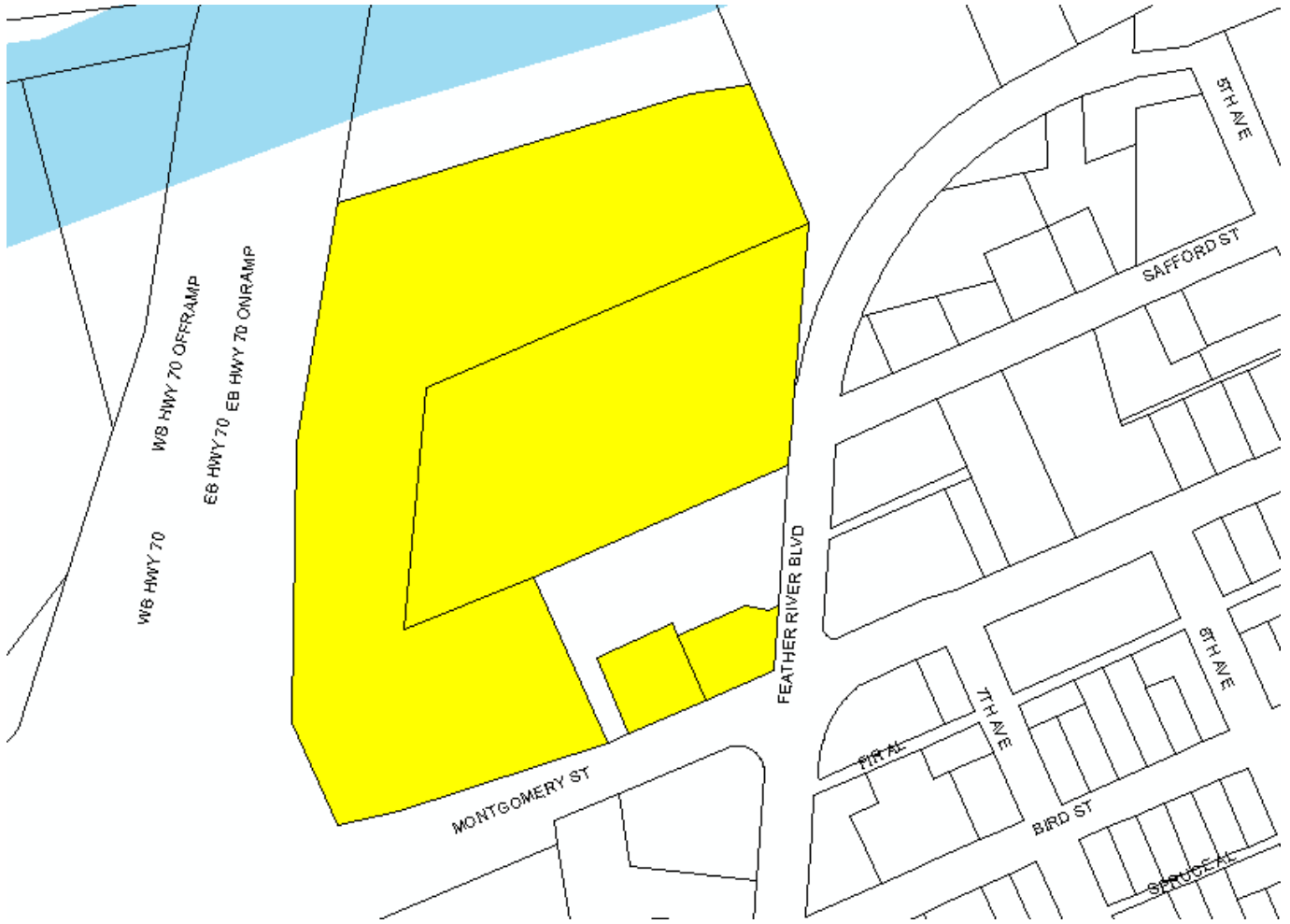


EXHIBIT 3

SCOPE OF DEVELOPMENT

1. General Design Criteria. The purpose and intent of this Scope of Development is to provide the Parties to the Agreement a common understanding and expectation of the development of the Site. In the review of this Development, the Scope of Development may change based on such influences as demographics, market conditions, the health of general economy, natural disasters, and a lack of interest, or an increased interest in services not identified in this Scope of Development.

Subject to the provisions of **Section 2**, below, it is the intent of the Parties that the overall design theme for the Site is based on identifying the City of Oroville as the “gateway” to the greater Oroville recreation area. The overall design of the Site and the structures will utilize the imagery of the Feather River with the implementation of appropriate architectural designs. The basic materials, colors and design features of the buildings will be consistent with this imagery.

2. Proposed Improvements and Adjustment of Scope. With the understanding that circumstances may change based on market conditions, Developer and the City agree that each will cooperate with the other in good faith to evaluate the economic feasibility of the proposed improvements (the “Improvements”) and, if the Improvements (as described herein, above) are not feasible, economically or otherwise, Developer and the City will reasonably modify the scope, type, appearance, and extent of the Improvements such that Developer will be able to meet its financial expectations for the cost and return on Developer’s investment in the Site.

In consideration of the provisions of **Sections 1 and 2**, above, the proposed scope of the Improvements will include, but are not limited to, the following:

- a. Restaurants and retail spaces;
- b. Commercial Office Space; and
- c. Market Rate Residential Housing.
- d. An “upscale” hotel with mixed uses that makes the best use of locations, views, and geography immediately adjacent to the Feather River. The Improvements may be constructed or installed by Developer, Developer’s selected contractors, or Developer’s successor or successors-in-interest, in Developer’s discretion.

3. Order of Development. The City and Developer agree that the Site may be developed in one or more phases, which shall be outlined in Developer’s Development Schedule. The City agrees to work with Developer and Developer’s supervising architect(s) and engineer(s) to coordinate the overall design and quality of the improvements on the Site.

4. Parking. On-Site parking will be provided for development for each building consistent with the City of Oroville Zoning Ordinance.

5. Site Clearing and Preparation. Developer shall perform, or cause to be performed, at its sole cost and expense, the following work:

a. Demolish or salvage, clear, grub and remove (as may be needed and called for in the approved plans) all onsite buildings, pavement, walks, curbs, gutters and other known structures on the Site, if any;

b. Remove, plug and/or crush in place unused utilities, such as storm sewers, sanitary sewers, water systems, electrical overhead and underground systems and telephone and gas systems located on the Site, as may be required following any necessary relocation of the utilities; and

c. Compact, finish grade, and do such Site preparation as is necessary for the construction of Developer's Improvements on the Site; provided, however, that Developer shall not be responsible for the location, removal, disposal, or remediation of the Site due to abate Hazardous Materials or Hazardous Substances discovered on the Site.

6. Site Improvements. Subject to the provisions of **Section 2**, above, the Improvements will also include the following onsite improvements, the construction of which may also be constructed in phases:

a. Monument sign situated along and visible from the highway.

b. Entrance driveways from Montgomery Street and Feather River Boulevard.

c. All required infrastructure, utilities and/or improvements necessary to accommodate the development designed and engineered by Developer in accordance with standards, guidelines and criteria approved by the City.

d. Pedestrian access/walkway connecting the proposed new private-street and the Feather River.

7. Permitted Uses. The following is intended to present a list of the acceptable uses ("Permitted Use") of the Site.

a. Hotels. It is intended that the Hotel will primarily serve leisure, business, and the commercial sectors of the Oroville lodging market. A hotel facility may include facilities such as breakfast and coffee areas, small meeting and banquet rooms, outdoor swimming pool and spa, exercise room.

To establish the quality rating of the Hotel or Hotels, the American Automobile Association ("AAA") employs the following "AAA Diamond" rating system:

- **Approved:** Noteworthy by meeting the industry-leading standards of AAA inspections.
- **Three Diamonds:** Comprehensive amenities, style, and comfort level.
- **Four Diamonds:** Upscale style and amenities with the right touch of service.

For the purposes of this Agreement, where reference such as “high-quality,” “high class,” “upscale,” or other connotations having a similar meaning when describing the hotel or hotels to be developed, such references shall, singularly and collectively, refer to a hotel that is capable of being rated at no less than the American Automobile Association Three Diamonds.

b. Restaurants. Defined as full table service restaurants and quick serve restaurants with drive-thru capabilities (including cafes, bistros, bars and grills, and microbreweries/brewpubs).

c. Retail Uses. Permitted retail uses to be procured for the Project shall consist of:

(1) Food-Oriented Retail Uses. Including, but not limited to, retailers of specialty groceries and/or produce, bakeries, bagels, delicatessens, coffee, juice, quality wine/liquor, semi-prepared foods, ice cream, desserts, chocolate and candies, and cheese, and incidental products (collectively, “Specialty Grocers”). It is the intent of the Parties that Developer will use its best efforts to procure a Specialty Grocer that will occupy no less than 12,000 square feet and no more than 20,000 square of the development; provided, however, that such use shall be economically feasible for the Developer.

(2) Specialty Retail Uses. Including, but not limited to, retailers of housewares and fixtures, party items, seasonal merchandise, jewelry, florist/plants, art supplies, video, electronics, music, cards, gifts, eye wear, beauty supplies/products, first class day spas, bath supplies/products, cosmetics supplies/products, antiques, décor, hardware, books, photographic equipment, apparel, shoes, exercise items, bicycles, sports items, pet items and supplies and incidental pet services, and convenience goods.

(3) Service Uses. Including but not limited to photographic services provider, a photocopying services provider, and/or a financial services provider, legal support services and banking services (with an automated teller machine (ATM) service).

(4) Professional Office Uses. Including but not limited to office space for accounting, real estate, medical, dental, legal, financial, banking, travel, insurance and/or similar professional office purposes.

8. Prohibited Uses. In addition to any other uses prohibited by applicable federal, state, or local laws or regulations, the following uses shall not be permitted in the Project (the “Prohibited Uses”):

a. Adult-oriented establishments whether for sale, rent or on-Site use or viewing including adult book stores, adult cabaret, adult motion picture theater or adult arcade;

b. Dispensaries for the sale or consumption of tobacco, marijuana, or related products and paraphernalia;

c. Facility for repair of any appliances or vehicles or other products except as insubstantial and incidental to a Permitted Use;

- d. Establishments for the sale, storage, rental, and/or servicing of vehicles and vehicle parts unless incidental to a Permitted Use; and
- e. Self-service laundry facilities.

EXHIBIT 4

GRANT DEED

(TO BE ATTACHED BEFORE SIGNING)

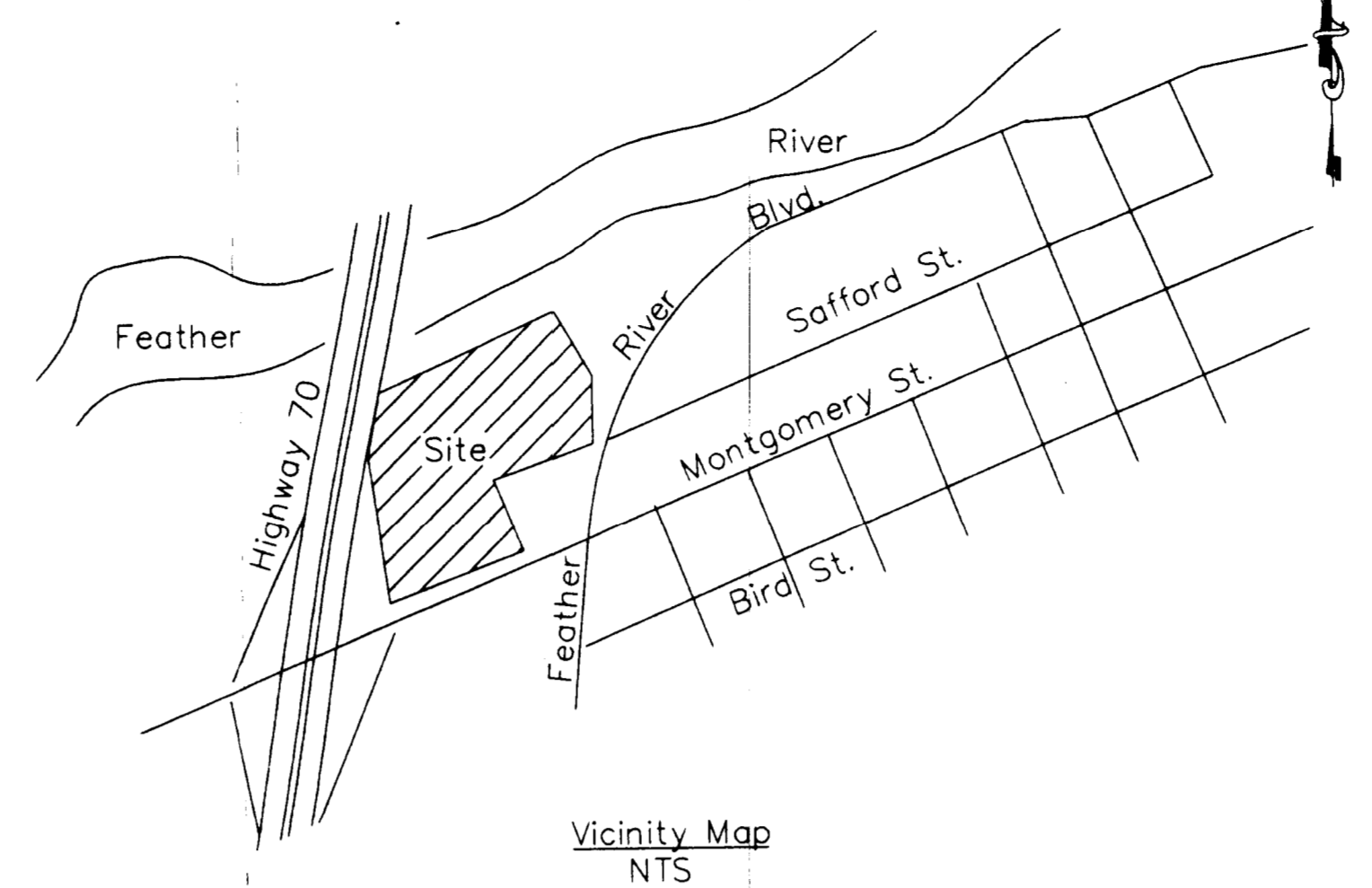
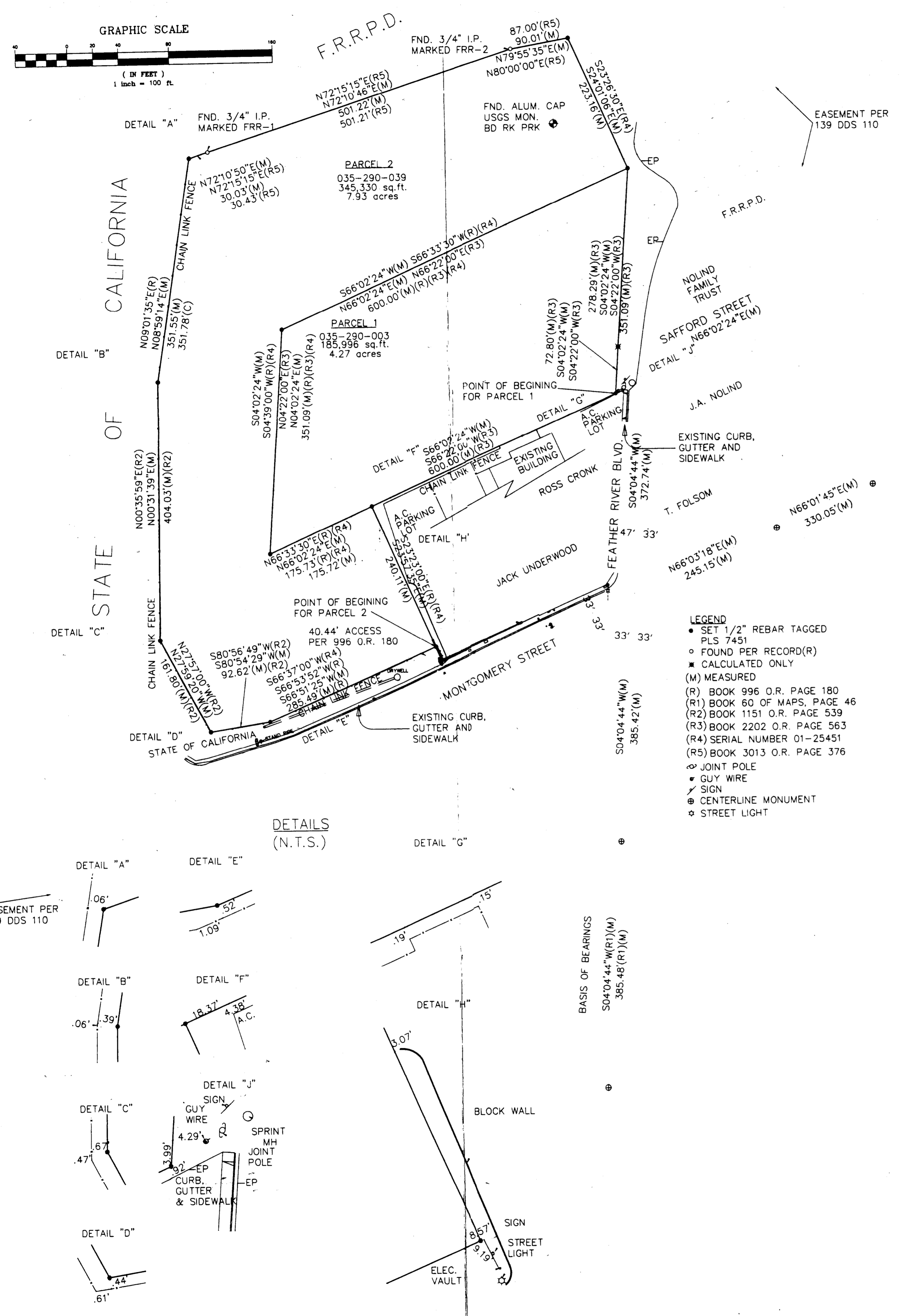
(FOR FORM ONLY – DO NOT SIGN)

EXHIBIT 5

MILESTONE SCHEDULE

(TO BE ATTACHED BEFORE SIGNING)

(FOR FORM ONLY – DO NOT SIGN)



- General Notes**
- 1) The Assessor's Parcel Number's are 035-290-003 & 035-290-039.
 - 2) The address is to be assigned by the City of Oroville, off of Feather River Blvd., Oroville, California, 95966.
 - 3) The Zoning Established by the City of Oroville is C-2.
 - 4) This Property is in Flood Zone "X" which is shown on F.E.M.A. Panel Map 06007C 0790 C dated June 8, 1988. Zone "X" Areas are determined to be outside the 500 year Flood Plain.
 - 5) There is 1 easement that may affect the Property. A. Book 139 Deeds Page 110
 - 6) The Utilities discovered are shown on the Map.
 - 7) No Buildings previously on site.
 - 8) No attempt was made to determine the location of the former or present bounds of the Feather River.
 - 9) This Survey based on Fidelity Title Report #'s 00205484-001 and 00205484-001.

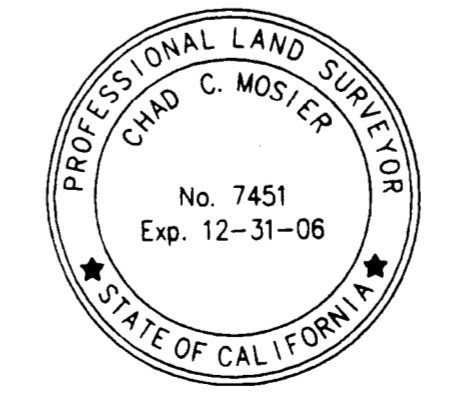
ALTA/ACSM LAND TITLE SURVEY
CITY OF OROVILLE

FEATHER RIVER BLVD.
OROVILLE, BUTTE COUNTY, CA 95965

TO: CITY OF OROVILLE
BIDWELL TITLE AND ESCROW COMPANY
CHICO, CA

This is to certify that this map or plat and the survey on which it is based were made in accordance with "Minimum standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by ALTA, ACSM, and NSPS in 1999, and includes Items 1, 2, 3, 4, 8, 10, 11(g) and 13 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, undersigned further certifies that the survey measurements were made in accordance with "Minimum Angle, Distance, and Closure Requirements for Survey Measurements Which Control Land Boundaries for ALTA/ACSM Land Title Surveys."

Date: 11/2/02
Chad C. Mosier, PLS 7451



LEGAL DESCRIPTION PARCEL 1:

ALL that certain real property situate in the City of Oroville, County of Butte, State of California, described as follows:
A portion of sections 7 and 18, Township 19 North, Range 4 East, M.D.B. & M., lying West of Marysville Road, and more particularly described as follows:

Beginning at the Westerly boundary line of the Marysville Road, where the Southerly line of Safford Street, produced Westerly, intersects said Westerly boundary line of Marysville Road; thence along the Southerly line of Safford Street produced and the North line of the M.C. Tieck property, South 66°22' West, 600.0 feet to an iron pin with R.E. Tag NO. 2435; thence North 4°22' East, 351.09 feet to an iron pin with R.E. Tag NO. 2435; thence North 66°22' East, 600.0 feet to an iron pin with R.E. Tag NO. 2435; thence South 4°22' West, 278.29 feet to the point of tangency of the Westerly property line of the Marysville Road; thence along said Westerly property line of the Marysville Road, South 4°22' West, a distance of 72.80 feet to the Point of Beginning.

LEGAL DESCRIPTION PARCEL 2:

ALL that certain real property situate in the City of Oroville, County of Butte, State of California, described as follows:

A portion of the Southwest quarter of Sections 7 and a portion of the Northwest quarter of Section 18, all in Township 19 North, Range 4 East, M.D.M., and described as follows: Beginning at a point in the Westerly prolongation of the Northerly line of Montgomery Street, distant South 66°37' West 855.93 feet from the intersection of said Northerly line with the Westerly line of Marysville (66' wide) Road; said point being also the Northwest corner of that certain parcel of land described in deed to Sacramento Northern Railroad, dated November 29, 1920, and recorded January 14, 1921 in Book 187 of Deeds, at Page 431; thence North 66°37' East 555.82 feet to the Southwest corner of that certain parcel of land described in deed to M.C. Tieck, recorded September 23, 1948, in Book 489 of Official Records, at Page 288; thence North 23°23' West 262.56 feet to the Northwest corner of said Tieck parcel; thence South 66°33'30" West 175.73 feet to the Southwest corner of that certain parcel of land described in deed to D.E. Carrell, et ux, recorded April 23, 1957, in Book 883 of Official Records, at Page 103; thence North 4°39' East, 351.09 feet to the Northwest corner of said Carrell parcel; thence North 66°33'30" East, 600.0 feet to the Northeast corner of said Carrell parcel; thence North 23°26'30" West 469.37 feet to the centerline of the Feather River; thence along said river South 75°20' West 708.46 feet; thence South 78°26' West 265.18 feet to a point which bears North 14°40' West from the Point of Beginning; thence leave said river South 14°40' East 1218.01 feet to the Point of Beginning.

Excepting therefrom that portion of the above described real property conveyed by Ethel Platzek, Administratrix with the will annexed of the estate of Ralph R. Platzek, deceased, to the State of California for highway purposes, by deed dated August 25, 1958, recorded in the office of the County Recorder of the County of Butte on April 30, 1959, in Book 996, Page 180, Official Records of Butte County, California.

Also excepting from the real property first above described, the property conveyed by Ethel B. Platzek, as guardian of the person and estate of James Thomas Platzek, a minor, to the State of California, for highway purposes described in a deed dated August 16, 1961, and recorded in the office of the County Recorder of the County of Butte, State of California, on November 30, 1961, in Book 1151, Page 539, Official Records of Butte County, California.

Also excepting therefrom all that portion lying Northerly of the following described line:

Commencing at a point on the Easterly line of the real property conveyed by deed recorded April 30, 1959 in Book 996, Page 180, Official Records of Butte County, said point being the most Northerly point of the real property conveyed by deed recorded November 30, 1961 in Book 1151, Page 539 of said Official Records; thence along said Easterly line North 09°01'35" East 351.78 feet to a point from which a 3/4-inch iron pipe marked FRR-1 bears North 72°15'15" East and the true Point of Beginning of the herein described line, thence leaving said Easterly line North 72°15'15" East 30.43 feet to said monument FRR-1; thence continuing North 72°15'15" East 501.21 feet to a 3/4-inch iron pipe marked FRR-2; thence North 80°00'00" East 87.00 feet, more or less, to a point on the Easterly line of said Parcel 1 and the end of the herein described line.

BASIS OF BEARINGS

The Basis of Bearings for this map is the centerline of Feather River Blvd. between found monuments as shown in Book 60 Maps Page 46 taken as South 04°04'44" West.

BBA ENGINEERING
CIVIL ENGINEERS • LAND SURVEYORS
2060 Park Ave. Oroville, CA 95966 (530) 534-1911 FAX (530) 534-0908
SHEET 1 OF 1 JOB NO. 03-027

DATE: May 9, 2022

TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO INCREASE RATES FOR ITS 2023 COST OF CAPITAL APPLICATION (A.22-04-008)

Acronyms you need to know

PG&E: Pacific Gas and Electric Company

CPUC: California Public Utilities Commission

Why am I receiving this notice?

On April 20, 2022, PG&E filed its 2023 Cost of Capital Application with the CPUC. The "cost of capital" is the financial rate of return on invested capital that PG&E collects on its capital assets used to provide safe and reliable service.

Setting the appropriate cost of capital helps ensure PG&E can secure the financing necessary to continue providing safe and reliable service for customers.

In this application, PG&E is requesting to establish its authorized cost of capital for utility operations beginning in 2023 and is also requesting recovery for its actual short-term borrowing costs based on the prior year.

In total, the proposed changes in the COC application would increase PG&E's current authorized revenues by \$295.5 million, or 1.5%. If approved, PG&E's request would become effective beginning January 1, 2023.

Why is PG&E requesting this rate change?

Utilities like PG&E fund the upfront costs of its capital assets with corporate loans (Long-term Debt) and equity/stock (Common Equity and Preferred Stock). The cost of capital changes over time as interest rates change, and with this application PG&E is updating its cost of capital. Capital assets include, but are not limited to, electric distribution poles and wires, natural gas pipelines, utility owned power plants, and information technology systems.

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. A summary of the proposed rate impact for these customers is was sent directly to customers in a bill insert.

The bill for a typical residential customer using 500 kWh per month would increase from \$165.35 to \$167.12, or 1.1%, compared to rates currently in effect.

Direct Access and Community Choice Aggregation customers only receive electric transmission and distribution services from PG&E. On average, rates for services provided by PG&E to these customers would increase by 1.7% if this application is approved. DA providers and CCAs set their own generation 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, existing Departing Load customers would see a rate increase of 0.6%.~~

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

How will PG&E's application affect gas rates?

Bundled gas customers receive transmission, distribution, and procurement services from PG&E. A summary of the proposed rate increase for these customers was sent directly to customers in a bill insert.

Based on rates currently in effect, the bill for a typical residential customer averaging 33 therms per month would increase from \$65.24 to \$66.28, or 1.6%.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt PG&E's application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call 1-415-703-1584, email: PublicAdvocatesOffice@cpuc.ca.gov or visit PublicAdvocates.cpuc.ca.gov.

Where can I get more information?

CONTACT PG&E

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TTY, call **1-800-652-4712**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al **1-800-660-6789** • 詳情請致電 **1-800-893-9555**. If you would like an electronic copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
2023 Cost of Capital Application (A.22-04-008)
P.O. Box 7442
San Francisco, CA 94120

CONTACT CPUC

Please visit apps.cpuc.ca.gov/c/A2204008 to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding.

Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Phone: **1-866-849-8390** (toll-free) or **1-415-703-2074**

Email: Public.Advisor@cpuc.ca.gov

Mail: CPUC Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102

Please reference the **2023 Cost of Capital Application A.22-04-008** in any communications you have with the CPUC regarding this matter.

DATE: May 19, 2022

TO: STATE, CITY AND LOCAL OFFICIALS

NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY’S REQUEST TO INCREASE RATES FOR ITS DEMAND RESPONSE 2023-2027 APPLICATION (A.22-05-002)

Acronyms you need to know

PG&E: Pacific Gas and Electric Company

CPUC: California Public Utilities Commission

Why am I receiving this notice?

On May 2, 2022, PG&E filed its Demand Response application with the CPUC covering the years 2023 through 2027. The application proposes to collect \$70.9 million in rates in 2023 and subsequently collect \$199.9 million in rates each year over a 4-year period from 2024 to 2027.

Demand Response programs included in this application increase electric reliability and provide options for customers to control their energy bills.

Why is PG&E requesting this rate change?

The CPUC requires all major electric utilities to file an application to authorize and fund demand response programs. The goal of these programs is to incentivize electric customers to reduce usage during periods of relatively high demand or high prices. Funding for these programs is scheduled to end and the proposals included in this application are to continue provided demand response programs for customers.

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. A summary of the proposed rate impact for these customers was sent directly to customers in a bill insert.

The bill for a typical residential customer using 500 kWh per month would increase from \$165.35 to \$167.21, or 1.1%.

Direct Access and Community Choice Aggregation customers only receive electric transmission and distribution services from PG&E. On average, rates for services provided by PG&E to these customers would increase by 1.7% if this application is approved. DA providers and CCAs set their own generation 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, existing Departing Load customers would see a rate increase of 0.6%.

Actual impacts will vary depending on usage and are subject to CPUC regulatory approval.

How does the rest of this process work?

This application will be assigned to a CPUC Administrative Law Judge who will consider proposals and evidence presented during the formal hearing process. The Administrative Law Judge will issue a proposed decision that may adopt PG&E’s application, modify it, or deny it. Any CPUC Commissioner may sponsor an alternate decision with a different outcome. The proposed decision, and any alternate decisions, will be discussed and voted upon by the CPUC Commissioners at a public CPUC Voting Meeting.

Parties to the proceeding may review PG&E's application, including the Public Advocates Office. The Public Advocates Office is an independent consumer advocate within the CPUC that represents customers to obtain the lowest possible rate for service consistent with reliable and safe service levels. For more information about the Public Advocates Office, please call **1-415-703-1584**, email: PublicAdvocatesOffice@cpuc.ca.gov or visit PublicAdvocates.cpuc.ca.gov.

Where can I get more information?

CONTACT PG&E

If you have questions about PG&E's filing, please contact PG&E at **1-800-743-5000**. For TTY, call **1-800-652-4712**. Para obtener más información sobre cómo este cambio podría afectar su pago mensual, llame al 1-800-660-6789 • 詳情請致電 1-800-893-9555.

If you would like an electronic copy of the filing and exhibits, please write to the address below:

Pacific Gas and Electric Company
Demand Response 2023-2027 Application (A.22-05-002)
P.O. Box 7442
San Francisco, CA 94120

CONTACT CPUC

Please visit apps.cpuc.ca.gov/c/A2205002 to submit a comment about this proceeding on the CPUC Docket Card. Here you can also view documents and other public comments related to this proceeding. Your participation by providing your thoughts on PG&E's request can help the CPUC make an informed decision.

If you have questions about CPUC processes, you may contact the CPUC's Public Advisor's Office at:

Email: Public.Advisor@cpuc.ca.gov

Mail: CPUC
Public Advisor's Office
505 Van Ness Avenue
San Francisco, CA 94102
Call: 1-866-849-8390 (toll-free) or 1-415-703-2074

Please reference the **Demand Response 2023-2027 Application A.22-05-002** in any communications you have with the CPUC regarding this matter.

OROVILLE UNION HIGH SCHOOL DISTRICT

CITY OF OROVILLE

RESOLUTION NO. 19-21/22 (May 18, 2022, Regular Meeting)
A RESOLUTION OF THE GOVERNING BOARD OF THE
OROVILLE UNION HIGH SCHOOL DISTRICT
INCREASING SCHOOL FACILITIES FEES AS AUTHORIZED BY
GOVERNMENT CODE SECTION 65995 (b) 3

MAY 25 2022

CITY CLERK DEPT.

WHEREAS, Statute AB 2926 (Chapter 887/Statutes of 1986) authorizes the governing board of any school district to levy a fee, charge, dedication or other form of requirement against any development project for the reconstruction of school facilities; and,

WHEREAS, Government Code Section 65995 establishes a maximum amount of fee that may be charged against such development projects and authorizes the maximum amount set forth in said section to be adjusted for inflation every two years as set forth in the state-wide cost index for Class B construction as determined by the State Allocation Board at its January meeting; and,

WHEREAS, at its February 23, 2022, meeting, the State Allocation Board approved the maximum fee authorized by Education Code Section 17620 to \$4.79 per square foot of residential construction described in Government Code Section 65995(b)(1) and \$0.78 per square foot against commercial and industrial construction described in Government Code Section 65995(b)(2); and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on residential projects in the amount of up to \$4.79 per square foot as authorized by Education Code Section 17620; and,

WHEREAS, the purpose of this Resolution is to approve and adopt fees on commercial and industrial development projects in the amount of up to \$0.78 per square foot as described in Government Code Section 65995(b)(2). The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.78 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.03 per square foot.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Oroville Union High School District as follows:

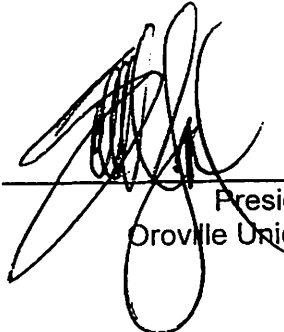
1. Procedure. This Board hereby finds that prior to the adoption of this Resolution, the Board conducted a public hearing at which oral and written presentations were made, as part of the Board's regularly scheduled May 18, 2022, meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, has been published twice in a newspaper in accordance with Government Code Section 66016, and a notice, including a statement that the data required by Government Code Section 66016 was available, was mailed at least 30 days prior to the meeting to any interested party who had filed a written request with the District for mailed notice of the meeting on new fees or service charges within the period specified by law. Additionally, at least 30 days prior to the meeting, the District made available to the public, data indicating the amount of the cost, or estimated cost, required to provide the service for which the fee or service charge is to be adjusted pursuant to this Resolution, and the revenue sources anticipated to provide this service. By way of such public meeting, the Board received oral and written presentations by District staff which are summarized and contained in the District's Developer Fee Implementation Study dated March 22, 2022, (hereinafter referred to as the "Plan") and which formed the basis for the action taken pursuant to this Resolution.

2. Findings. The Board has reviewed the Plan as it relates to proposed and potential development, the resulting school facilities needs, the cost thereof, and the available sources of revenue including the fees provided by this Resolution, and based thereon and upon all other written and oral presentations to the Board, hereby makes the following findings:
- A. Additional development projects within the District, whether new residential construction or residential reconstruction involving increases in assessable area greater than 500 square feet, or new commercial or industrial construction will increase the need for reconstruction of school facilities.
 - B. Without reconstruction of present school facilities, any further residential development projects or commercial or industrial development projects within the District will result in a significant decrease in the quality of education presently offered by the District;
 - C. The fees proposed in the Plan and the fees implemented pursuant to this Resolution are for the purposes of providing adequate school facilities to maintain the quality of education offered by the District;
 - D. The fees proposed in the Plan and implemented pursuant to this Resolution will be used for the reconstruction of school facilities as identified in the Plan;
 - E. The uses of the fees proposed in the Plan and implemented pursuant to this Resolution are reasonably related to the types of development projects on which the fees are imposed;
 - F. The fees proposed in the Plan and implemented pursuant to this Resolution bear a reasonable relationship to the need for reconstructed school facilities created by the types of development projects on which the fees are imposed;
 - G. The fees proposed in the Plan and implemented pursuant to this Resolution do not exceed the estimated amount required to provide funding for the reconstruction of school facilities for which the fees are levied; and in making this finding, the Board declares that it has considered the availability of revenue sources anticipated to provide such facilities, including general fund revenues;
 - H. The fees imposed on commercial or industrial development bear a reasonable relationship and are limited to the needs of the community for schools and are reasonably related and limited to the need for reconstructed school facilities caused by the development;
 - I. The fees will be collected for school facilities for which an account has been established and funds appropriated and for which the district has adopted a reconstruction schedule and/or to reimburse the District for expenditures previously made.
3. Fee. Based upon the foregoing findings, the Board hereby increases the previously levied fee to the amount of up to \$4.79 per square foot for assessable space for new residential construction and for residential reconstruction to the extent of the resulting increase in assessable areas; and to the amount of up to \$0.78 per square foot for new commercial or industrial construction. The mini-storage category of commercial/industrial justification has less impact than the statutory \$0.03 per square foot commercial/industrial justification and should be collected at the justified rate of \$0.78 per square foot.
4. Fee Adjustments and Limitation. The fees adjusted herewith shall be subject to the following:

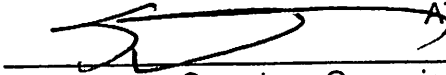
- A. The amount of the District's fees as authorized by Education Code Section 17620 shall be reviewed every two years to determine if a fee increase according to the adjustment for inflation set forth in the statewide cost index for Class B construction as determined by the State Allocation Board is justified.
- B. Any development project for which a final map was approved and construction had commenced on or before September 1, 1986, is subject only to the fee, charge, dedication or other form of requirement in existence on that date and applicable to the project.
- C. The term "development project" as used herein is as defined by Section 65928 of the Government Code.
- 5. Additional Mitigation Methods. The policies set forth in this Resolution are not exclusive and the Board reserves the authority to undertake other or additional methods to finance school facilities including but not limited to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311, et seq.) and such other funding mechanisms. This Board reserves the authority to substitute the dedication of land or other property or other form of requirement in lieu of the fees levied by way of this Resolution at its discretion, so long as the reasonable value of land to be dedicated does not exceed the maximum fee amounts contained herein or modified pursuant hereto.
- 6. Implementation. For residential, commercial or industrial projects within the District, the Superintendent, or the Superintendent's designee, is authorized to issue Certificates of Compliance upon the payment of any fee levied under the authority of this Resolution.
- 7. California Environmental Quality Act. The Board hereby finds that the implementation of Developer Fees is exempt from the California Environmental Quality Act (CEQA).
- 8. Commencement Date. The effective date of this Resolution shall be July 17, which is 60 days following its adoption by the Board.
- 9. Notification of Local Agencies. The Secretary of the Board is hereby directed to forward copies of this Resolution and a Map of the District to the Planning Commission and Board of Supervisors of Butte County and to the Planning Commission and City Council of the City of Oroville.
- 10. Severability. If any portion of this Resolution is found by a Court of competent jurisdiction to be invalid, such finding shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares its intent to adopt this Resolution irrespective of the fact that one or more of its provisions may be declared invalid subsequent hereto.

APPROVED, PASSED and ADOPTED by the Governing Board of the Oroville Union High School District this 18th day of May, 2022, by the following vote:

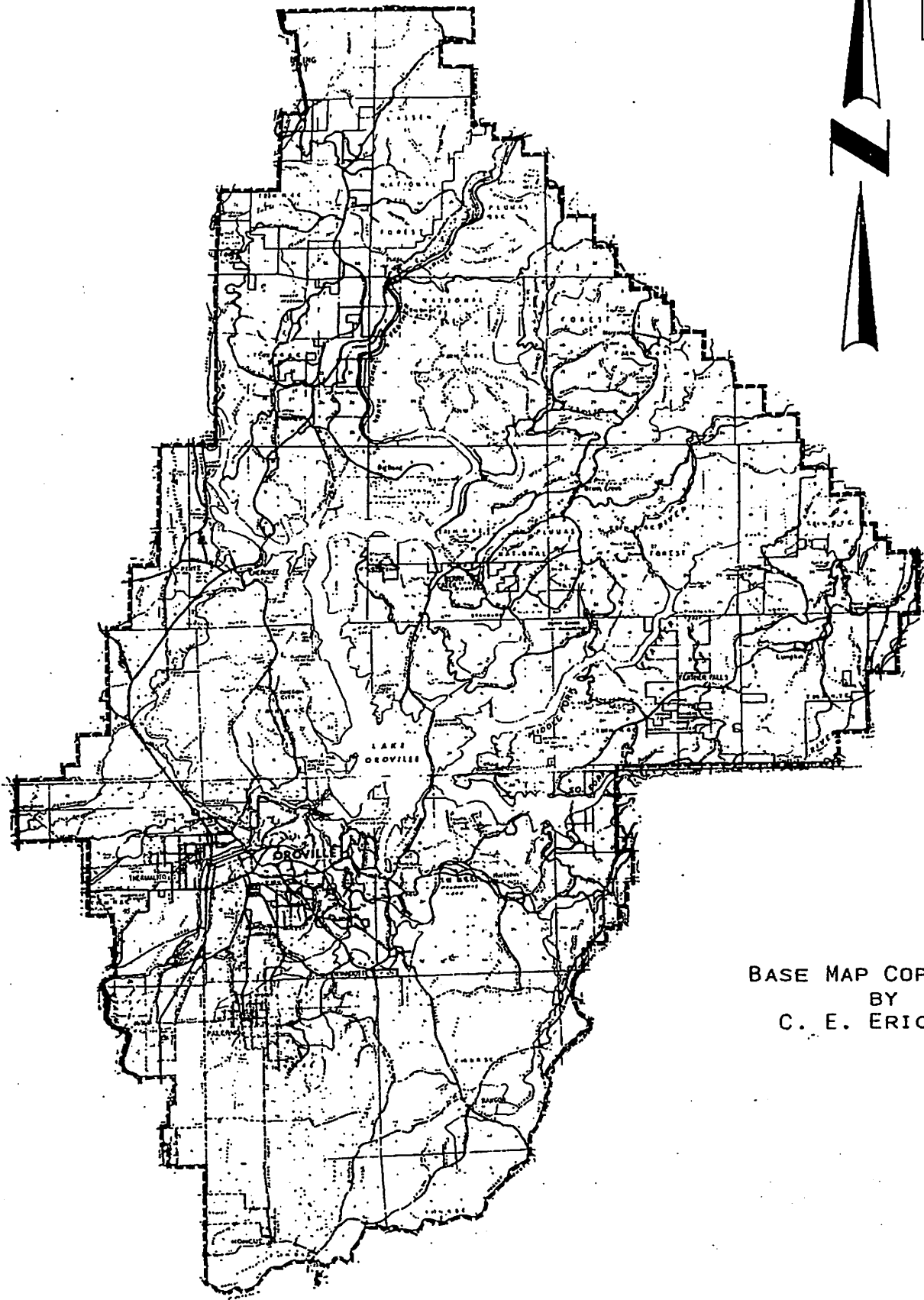
AYES: 5
 NOES: 0
 ABSENT: 0
 ABSTAIN: 0



President, Governing Board
Oroville Union High School District



ATTEST:
Secretary, Governing Board
Oroville Union High School District



BASE MAP COPYRIGHT
BY
C. E. ERICKSON

OROVILLE UNION HIGH

LEGAL DESCRIPTION OF
 ORDVILLE UNION HIGH SCHOOL DISTRICT
 COUNTY OF BUTTE

BEGINNING AT THE INTERSECTION WITH THE CENTER OF SOUTH HONCUT CREEK AND THE SOUTHERLY PROJECTION OF THE WEST LINE OF SECTION 19, T17N, R4E; THENCE NORTH ON RANGE LINE 4 MILES MORE OR LESS, TO THE NORTHWEST CORNER OF SECTION 6, SAID TOWNSHIP; THENCE WESTERLY 1 MILE MORE OR LESS, TO THE SOUTHWEST CORNER OF SECTION 36, T18N, R3E; THENCE NORTHERLY 100 FEET TO THE SOUTHWEST CORNER OF LOT 17 OF WATTS GRIDLEY COLONY; THENCE WESTERLY TO THE SOUTHWEST CORNER OF LOT NO. 1 OF SAID WATTS GRIDLEY COLONY; THENCE WESTERLY TO NORTHWEST CORNER OF LOT 2 OF SAID SUBDIVISION; THENCE NORTHERLY ALONG HALF SECTION LINE TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26 T18N, R3E; THENCE EASTERLY 1/4 MILE MORE OR LESS, TO THE CENTER CORNER OF SOUTHWEST QUARTER OF SAID SECTION 26; THENCE NORTHERLY 3/4 MILE TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 26; THENCE EASTERLY 1/4 MILE TO THE NORTHEAST CORNER OF SAID SECTION 26; THENCE NORTHERLY 1 MILE TO THE NORTHEAST CORNER OF SECTION 23, SAME TOWNSHIP; THENCE WESTERLY ALONG SECTION LINES TO THE CENTER OF FEATHER RIVER; THENCE UP THE FEATHER RIVER 4 1/2 MILES MORE OR LESS, TO ITS INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE WEST LINE OF BLOCK #240 AS SHOWN ON THE MAP OF SOUTH THERMALITO RECORDED IN BOOK 2, MAPS OF RECORD AT PAGE 176, COUNTY OF BUTTE, STATE OF CALIFORNIA; THENCE NORTHERLY ALONG SAID WEST LINE AND THE WEST LINE OF BLOCKS #231 AND #230 TO THE NORTHWEST CORNER OF BLOCK #230; THENCE EASTERLY ALONG THE NORTH LINE OF BLOCK #230 TO THE SOUTHWEST CORNER OF BLOCK #211; THENCE NORTHERLY ALONG THE EAST LINE OF BLOCKS #211, 204 AND 180 TO THE NORTHEAST CORNER OF BLOCK #180; THENCE WESTERLY ALONG THE NORTH LINE OF BLOCK #180 TO THE EAST LINE OF SECTION 21, T19N, R3E (ALSO BEING THE SOUTHWEST CORNER OF BLOCK #176); THENCE NORTHERLY ALONG SAID EAST LINE TO THE QUARTER CORNER BETWEEN SECTIONS 21 & 22 (ALSO BEING THE NORTHWEST CORNER OF BLOCK #153); THENCE WESTERLY ALONG THE EAST - WEST CENTERLINE OF SECTION 21 TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER SECTION 21; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF SECTIONS 21, 16 AND 9, T19N, R3E, 2 1/2 MILES TO THE NORTH LINE OF SECTION 9; THENCE WESTERLY ALONG SECTION LINES 2 1/4 MILES TO THE SOUTHWEST CORNER OF SECTION 6, T19N, R3E; THENCE NORTHERLY 2 MILES TO THE NORTHWEST CORNER OF SECTION 31, T20N, T3E; THENCE EASTERLY 1 1/2 MILES TO THE QUARTER CORNER BETWEEN SECTIONS 29 AND 32, SAME TOWNSHIP; THENCE NORTH 1/2 MILE TO THE CENTER OF SAID SECTION 29; THENCE EASTERLY 1/2 MILE TO EAST QUARTER CORNER OF SAID SECTION 29; THENCE NORTHERLY 1 MILE TO QUARTER CORNER BETWEEN SECTIONS 20 AND 21, SAME TOWNSHIP; THENCE EASTERLY ON HALF SECTION LINE TO THE QUARTER SECTION CORNER BETWEEN SECTIONS 21 AND 22, SAME TOWNSHIP; THENCE NORTHERLY 3 1/2 MILES TO THE NORTHWEST CORNER OF SECTION 3, THENCE EASTERLY ON TOWNSHIP LINE TO THE SOUTHWEST CORNER OF SECTION 34, T21N, R3E; THENCE NORTHERLY 2 MILES TO THE NORTHWEST CORNER OF SECTION 26, SAME TOWNSHIP; THENCE EASTERLY 1 MILE TO THE NORTHEAST CORNER OF SAID SECTION 26; THENCE NORTHERLY 4 MILES TO THE NORTHWEST CORNER OF SECTION 1, SAME TOWNSHIP; THENCE EASTERLY 2 MILES TO THE SOUTHWEST CORNER OF SECTION 31, T22N, R4E; THENCE NORTHERLY ON SECTION LINE 9 MILES MORE OR LESS, TO NORTHWEST CORNER OF SECTION 20, T23N, R4E; THENCE EAST 2 MILES TO THE NORTHEAST CORNER OF SECTION 21, SAME TOWNSHIP; THENCE NORTHERLY 2 1/2 MILES TO THE QUARTER SECTION CORNER BETWEEN SECTIONS 3 AND 4, T23N, R4E; THENCE EAST ON HALF SECTION LINE 3/4 MILES MORE OR LESS, TO THE CENTER LINE OF WEST BRANCH OF FEATHER RIVER; THENCE UP THE CENTER LINE OF SAID RIVER 4 1/2 MILES MORE OR LESS, TO THE SOUTH LINE OF SECTION 16, T24N, R4E; THENCE EASTERLY ALONG THE NORTH LINE OF SECTIONS 21, 22, 23 AND 24, T24N, R4E; AND CONTINUING EASTERLY ALONG THE NORTH LINE OF SECTIONS 19, 20 AND 21, T24N, R5E; TO THE NORTHEAST CORNER OF SECTION 21 SAME TOWNSHIP AND RANGE, ALSO BEING A POINT ON THE EASTERLY BOUNDARY LINE OF BUTTE COUNTY; THENCE SOUTHERLY ALONG SAID EASTERLY BOUNDARY LINE TO THE SOUTHWEST CORNER SECTION 36, T21N, R7E; THENCE WESTERLY ALONG THE SOUTH LINE SAID SECTION 36 TO THE NORTHWEST CORNER SECTION 1, T20N, R7E; THENCE SOUTHERLY ALONG THE WEST LINE OF SECTIONS 1 AND 12 SAID TOWNSHIP AND RANGE, TO THE SOUTHWEST CORNER OF SECTION 11; THENCE WEST ALONG THE SOUTH LINE SECTION 11 TO NORTHEAST CORNER SECTION 15; THENCE SOUTH ALONG THE EAST LINE OF SECTIONS 15 AND 22 TO THE SOUTHWEST CORNER SECTION 22; THENCE WEST ALONG THE SOUTH LINE SECTION 22 TO THE NORTHEAST CORNER SECTION 28; THENCE SOUTHERLY ALONG THE EAST LINE OF SECTION 28 TO THE SOUTHWEST CORNER SECTION 28; THENCE WEST ALONG THE SECTION LINES 7 MILES MORE OR LESS TO THE NORTHWEST CORNER OF SECTION 33, T20N, R6E; THENCE SOUTH ALONG THE WEST LINE OF SECTION 33, T20N, R6E AND SECTIONS 4 AND 9, T19N, R6E, TO THE SOUTHWEST CORNER OF LAST SAID SECTION 9; THENCE EASTERLY ALONG THE SOUTH LINE OF SECTION 9 TO THE QUARTER CORNER BETWEEN SECTIONS 9 AND 16 SAME TOWNSHIP AND RANGE, ALSO BEING A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF BUTTE COUNTY; THENCE SOUTHERLY AND WESTERLY ALONG THE BUTTE COUNTY LINE TO THE PLACE OF BEGINNING.



Level I Developer Fee Study
for
Oroville
Union High School District

March 22, 2022

Corey Willenberg, EdD., Superintendent

Board of Trustees

- Mr. Scott Damon
- Mrs. Amber England
- Mrs. Bonnie King
- Mr. Ray Sehorn
- Mrs. Nannette Walker

Prepared by:

Jack Schreder & Associates, Inc.



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EXECUTIVE SUMMARY

- Education Code Section 17620 authorizes school districts to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities, provided the District can show justification for levying of fees.
- In February 2022, the State Allocation Board's biennial inflation adjustment changed the fee to \$4.79 per square foot for residential construction and \$0.78 per square foot for commercial/industrial construction.
- The Oroville Union High School District shares developer fees with its feeder districts. The High School District collects 40 percent of the Level I Fee while the feeders collect 60 percent of the Level I Fee.
- The Oroville Union High School District is justified in collecting \$1.92 (40 percent of \$4.79) per square foot of residential construction and \$0.31 (40 percent of \$0.78) per square foot of commercial/industrial construction, with the exception of mini storage. The mini storage category of construction should be collected at a rate of \$0.03 per square foot.
- In general, it is fiscally more prudent to extend the useful life of an existing facility than to construct new facilities when possible. The cost to modernize facilities is approximately 42.2 percent of the cost to construct new facilities.
- The residential justification is based on the Oroville Union High School District's projected modernization need of \$24,605,340 for students generated from residential development over the next 25 years and the projected residential square footage of 5,913,500.
- Based on the modernization need for students generated from projected residential development and the projected residential square footage, each square foot of residential construction will create a school facilities cost of \$4.16 ($\$24,605,340/5,913,500$).

- Each square foot of commercial/industrial construction will create a school facilities cost ranging from \$0.03 to \$2.46 per square foot of new commercial/industrial construction.
- For both residential and commercial/industrial development, the fees authorized by Government Code section 65995 are justified.

SCHOOL DISTRICT BACKGROUND

The Oroville Union High School District serves approximately 2,300 students in ninth through twelfth grade at two comprehensive high schools, one continuation school and one community day school: Las Plumas High, Oroville High, Prospect High, and Oroville High Community Day. The District also operates the Oroville Adult Education Career and Technical Center. The majority of students identify as White (approximately 48%), followed by Hispanic or Latino (approximately 22%), with a small portion of other ethnic groups. The majority of students (approximately 73%) meet the criteria for socioeconomically disadvantaged. The northern portion of the District's boundary was impacted by wildfire, the Camp Fire, in 2018. "Oroville Union High School District will provide a variety of quality educational experiences for students of all learning styles, in a safe and nurturing environment to prepare them to be critical thinkers and consumers in the 21st century in a fiscally responsible manner. Learning communities will provide programs and experiences that promote academic achievement and personal and social growth of every student."

Oroville Union High School District serves students in the City of Oroville and a portion of unincorporated Butte County, encompassing 723 square miles, located in the foothills on the western slope of the Sierra Nevada Mountain Range in Northern California. The City of Oroville is located on the Feather River, approximately 70 miles north of the City of Sacramento. The City grew substantially during the California Gold rush, following the discovery of gold and the establishment of one of California's first mining sites at Bidwell Bar, which now lies beneath Lake Oroville. The City of Oroville is the county seat for Butte County. According to the City's General Plan, the City is surrounded by many bodies of water that serve as the starting point for the State Water Project. The primarily single-family residential community of Oroville has experienced steady population growth over the last 25 years, and anticipates the residential and commercial growth to continue for the next 25 years. As of 2007, the retail trade, manufacturing, healthcare, and social assistance economic sectors were the greatest sources of revenue and jobs in the City. The City has established a variety of economic development programs and projects designed to retain existing jobs and businesses and attract new economic opportunities to the multifaceted economy of the region, which boasts a charming downtown area, commercial corridors, industrial land, a municipal airport, and undeveloped land.

INTRODUCTION

In September, 1986, the Governor signed into law Assembly Bill 2926 (Chapter 887/Statutes 1986) which granted school district governing boards the authority to impose developer fees. This authority is codified in Education Code Section 17620 which states in part "...the governing board of any school district is authorized to levy a fee, charge, dedication or other form of requirement against any development project for the construction or modernization of school facilities."

The Level I fee that can be levied is adjusted every two years according to the inflation rate, as listed by the state-wide index for Class B construction set by the State Allocation Board. In January of 1992, the State Allocation Board increased the Level I fee to \$1.65 per square foot for residential construction and \$0.27 per square foot for commercial and industrial construction.

Senate Bill 1287 (Chapter 1354/Statutes of 1992) effective January 1, 1993, affected the facility mitigation requirements a school district could impose on developers. Senate Bill 1287 allowed school districts to levy an additional \$1.00 per square foot of residential construction (Government Code Section 65995.3). The authority to levy the additional \$1.00 was rescinded by the failure of Proposition 170 on the November 1993 ballot.

In January 1994, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.72 per square foot for residential construction and \$0.28 per square foot for commercial/industrial construction.

In January 1996, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.84 per square foot for residential construction and \$0.30 per square foot for commercial/industrial construction.

In January 1998, the State Allocation Board's biennial inflation adjustment changed the fee to \$1.93 per square foot for residential construction and \$0.31 per square foot for commercial/industrial construction.

In January 2000, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.05 per square foot for residential construction and \$0.33 per square foot for commercial/industrial construction.

In January 2002, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.14 per square foot for residential construction and \$0.36 per square foot for commercial/industrial construction.

In January 2004, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.24 per square foot for residential construction and \$0.41 per square foot for commercial/industrial construction.

In January 2006, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.63 per square foot for residential construction and \$0.42 per square foot for commercial/industrial construction.

In January 2008, the State Allocation Board's biennial inflation adjustment changed the fee to \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2010, the State Allocation Board's biennial inflation adjustment maintained the fee at \$2.97 per square foot for residential construction and \$0.47 per square foot for commercial/industrial construction.

In January 2012, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.20 per square foot for residential construction and \$0.51 per square foot for commercial/industrial construction.

In January 2014, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.36 per square foot for residential construction and \$0.54 per square foot for commercial/industrial construction.

In February 2016, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.48 per square foot for residential construction and \$0.56 per square foot for commercial/industrial construction.

In January 2018, the State Allocation Board's biennial inflation adjustment changed the fee to \$3.79 per square foot for residential construction and \$0.61 per square foot for commercial/industrial construction.

In January 2020, the State Allocation Board's biennial inflation adjustment changed the fee to \$4.08 per square foot for residential construction and \$0.66 per square foot for commercial/industrial construction.

In February 2022, the State Allocation Board's biennial inflation adjustment changed the fee to \$4.79 per square foot for residential construction and \$0.78 per square foot for commercial/industrial construction.

The next adjustment to the fee will occur at the January 2024 State Allocation Board meeting.

In order to levy a fee, a district must make a finding that the fee to be paid bears a reasonable relationship and be limited to the needs of the community for elementary or high school facilities and be reasonably related to the need for schools caused by the development. Fees are different from taxes and do not require a vote of the electorate. Fees may be used only for specific purposes and there must be a reasonable relationship between the levying of fees and the impact created by development.

In accordance with the recent decision in the Cresta Bella LP v. Poway Unified School District, 218 Cal. App.4th 438(2013) court case, school districts are now required to demonstrate that reconstruction projects will generate an increase in the student population thereby creating an impact on the school district's facilities. School districts must establish a reasonable relationship between an increase in student facilities needs and the reconstruction project in order to levy developer fees.

Purpose of Study

This study will demonstrate the relationship between residential, commercial and industrial growth and the need for the modernization of school facilities in the Oroville Union High School District.

SECTION I: DEVELOPER FEE JUSTIFICATION

Developer fee law requires that before fees can be levied a district must find that justification exists for the fee. Government Code Section 66001 (g) states that a fee shall not include the costs attributable to existing deficiencies in public facilities, but may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to refurbish existing facilities to maintain the existing level of service or achieve an adopted level of service that is consistent with a general plan. This section of the study will show that justification does exist for levying developer fees in the Oroville Union High School District.

Facilities Capacity

The District's capacity is adequate to house the District's current student population. Facility needs exist regardless of the availability of capacity to house student enrollments, inclusive of student enrollment generated from new development. New students generated from future development will create a burden on existing school facilities. Capital improvements, including upgrades or the replacement of existing facilities with new facilities for their continued long-term use, are necessary to adequately house future enrollment growth at all school levels.

The District's current total student capacity will diminish over time if the District does not modernize its facilities. Without modernization of aging buildings, some facilities will become unavailable, which will decrease the District's total student capacity. New development in the District necessitates that modernization occur in order to continue to have available school housing for newly generated students. As part of these modernization efforts, the District plans to modernize existing schools and to replace some of its existing schools with new buildings on the same site as the existing schools become old, inadequate, and pose health and safety challenges.

Modernization and Reconstruction

Extending the useful life of a school is a cost effective and prudent way to house students generated from future development. The state of California recognizes the need to extend the life of existing schools and provides modernization funding through the State School Facility Program. For the purpose of this report, modernization and reconstruction are used interchangeably since many of the improvements are common to both programs. Developer fees may not be used for regular maintenance, routine repair of school buildings and facilities or deferred maintenance. The District plans to use developer fees to install shade structures for outdoor student meeting areas, replace the ag greenhouse, install HVAC in the student union for physical education at Oroville High, resurface tennis courts for physical education, replace roofs, modernize instructional spaces and add instructional space as needed. Projects will be funded as developer fee revenue is generated. The authorization to justify modernization and reconstruction of school facilities and extend the useful life of existing schools is contained in Education Code Section 17620 and Government Code Section 66001 (g). School districts are permitted to modernize or replace existing or build new school facilities with developer fees as justified by this Study.

Modernization Need

As new students are generated by new development, the need to increase the useful life of school facilities will be necessary. In order to calculate the District's estimated modernization need generated by students from new development, it is necessary to determine the following factors: the number of units included in proposed developments, the District student yield factor, and the per pupil cost to modernize facilities.

Potential Development

The Oroville Union High School District is located within the City of Oroville and Butte County Planning jurisdictions. According to the County Planning Department, minimal development is projected in the County's portion of the District's boundary. The majority of development will occur within the City's boundary. According to the City of Oroville Planning Department, the total build out for the School District's boundary is 37,635 residential units. However, there are

many constraints associated with the build out of the total number of units; it is uncertain when all units will be constructed. Per the City's Housing Element, it was projected that an estimated 1,739 residential units, 217 units per year (1,739/8) may be constructed between 2014 and 2022 within the City's boundary. Based on information provided by the Planning Department, it would be reasonable to estimate approximately 80 percent, 174 (217 x .80) units per year, may be constructed within Oroville Union High School District's boundary over the next 25 years for a total of 4,350 (174 x 25). Based on the District's current housing breakdown, 63 percent, 2,740 units, are projected to be single-family detached and single-family attached, while 37 percent, 1,610 units, are projected to be multi-family and mobile homes. A total of 4,350 units were included to calculate the Level I fee. The City is in the process of updating its Housing Element. The information from the updated Housing Element will be included in the District's 2024 Study. A letter from the City of Oroville regarding the buildout is included as Appendix D.

The School Facility Program allows districts to apply for modernization funding for classrooms over 25 (permanent) or 20 years (portable), meaning that school facilities are presumed to be eligible for, and therefore need, modernization after that time period. It is therefore generally presumed that school facilities have a useful life span of 25 years before modernization is needed in order to maintain the same level of service as previously existed. The same would be true for modernization of buildings 25 years after their initial modernization. In some cases, these older buildings may need to be closed entirely for the health and safety of students, teachers, staff and other occupants. Aging infrastructure and building problems can profoundly impact a school's ability to safely remain in service and to continue delivering the instructional program to students at existing levels of service. Therefore, the District's modernization needs are considered over a 25 year period, and a 25 year projection has been included in the Study when considering the homes that will generate students for the facilities in question. Future development will generate additional students for the District to house. Developer fees generated from future development may be used to modernize or construct facilities to house students from planned future development.

School facilities have a limited usable lifespan, and school districts must consider the lifespan for each facility when planning and determining student housing needs in the future. Residential units will be built at different times over the coming years, and it

is difficult to predict when construction on these projects will be complete. Additionally, the homes in these developments may be immediately occupied with families with school-aged children, or they may not be occupied by school-aged children for another five, ten or fifteen years as young people who move in begin starting to have families. Thus, the District must be prepared to house students from new developments for the next several decades.

Student Generation Rate

In determining the impact of new development, the District is required to show how many students will be generated from the new development. In order to ensure that new development is paying only for the impact of those students that are being generated by new homes and businesses, the student generation rate is applied to the number of new housing units to determine development-related impacts. The student generation rate identifies the number of students per housing unit and provides a link between new residential construction projects and projected enrollment.

To identify the number of students anticipated to be generated by new residential development, a student yield factor of .2 has been utilized for the Oroville Union High School District. The yield factor is based on State wide student yield averages calculated by the Office of Public School Construction.

Construction Cost

The construction cost per 9-12 pupil is \$67,019. Construction costs are based on information provided by California Department of Education and research completed by Jack Schreder & Associates. Appendix A includes the cost per student calculations. Table 1 shows the estimated cost to construct facilities per 9-12 pupil.

Table 1:
Construction Costs

Grade Level	Construction Costs
9-12	\$67,019

Source: California Department of Education, Jack Schreder & Associates.

Modernization Cost

The cost to modernize facilities is 42.2 percent of new construction costs. The percentage is based on the comparison of the State per pupil modernization grant (including 3% for Americans with Disabilities and Fire, Life Safety improvements) and the State per pupil new construction grant. For example, the State provides \$19,679 per 9-12 pupil to construct new facilities and \$7,710 to modernize facilities, which is 39.2 percent ($\$7,710 / \$19,679$) of the new construction grant amount. In addition, the State provides a minimum of three percent for ADA/FLS improvements which are required by the Department of State Architect's (DSA) office. Based on the per pupil grant amounts and the ADA/FLS costs, the estimated cost to modernize facilities is 42.2 percent of the cost to construct facilities. The School Facility Program per pupil grant amounts are included in Appendix B.

The construction cost per 9-12 pupil is \$67,019 and is outlined in Table 1. Therefore, the per pupil cost to modernize facilities per 9-12 pupil is \$28,282 ($\$67,019 \times .422$).

25 year Modernization Need

Based on the student generation rate and the projected number of residential units, 870 9-12 students are projected from proposed new development. The calculation is included in Table 2.

Table 2:
Projected Students from Proposed Development

Projected Units	Student Generation Rate	Projected Students
4,350	.2	870

Source: Oroville Union High School District, Siskiyou County, Butte County, City of Oroville, Jack Schreder & Associates.

The District’s estimated modernization need generated by students from new residential development is \$24,605,340. The calculation is included in Table 3.

Table 3: <u>25 year Modernization Need</u>	
Per Pupil Modernization Cost	\$28,282
Students Generated	<u>x 870</u>
Modernization Need	\$24,605,340

Source: Oroville Union High School District, Office of Public School Construction, Jack Schreder & Associates, Butte County, City of Oroville.

Residential Development and Fee Projections

To show a reasonable relationship exists between the construction of new housing units and the need for modernized school facilities, it will be shown that residential construction will create a school facility cost impact on the Oroville Union High School District by students generated from new development. The Oroville Union High School District is located within the City of Oroville and Butte County Planning jurisdictions. According to the County Planning Department, minimal development is projected in the County’s portion of the District’s boundary. The majority of development will occur within the City’s boundary. Based on the City’s most current Housing Element, a total of 4,350 residential units may be constructed over the next 25 years of which an estimated 2,740 will be single family and 1,610 will be multi family and mobile homes. Single family homes average 1,600 square feet while multi family

and mobile homes average 950 square feet. Based on this information, an estimated 4,350 residential units, totaling 5,913,500 square feet, may be constructed within District boundaries in the next 25 years. Table 4 includes the square footage calculation.

Table 4:
Summary of Projected Residential Square Footage

Unit Type	Projected Units	Average Square Footage	Total Square Footage
Single Family	2,740	1,600	4,384,000
Multi Family Mobile Homes	1,610	950	1,529,500
Total	4,350		5,913,500

Source: Oroville City Elementary School District, City of Oroville, Butte County, Jack Schreder & Associates

Based on the District’s modernization need of \$24,605,340 generated by students from residential construction and the total projected residential square footage of 5,913,500, residential construction will create a facilities cost of \$4.16 per square foot. The calculation is included in Table 5. However, the Level I statutory fee is \$4.79 per square foot and the District has a fee sharing arrangement with its feeder districts. The High School district collects 40 percent of the fee and the feeder districts collect 60 percent of the fee. Therefore, the District is justified to collect \$1.92 (40 percent of \$4.79) per square foot of residential construction.

Table 5:
Facilities Cost per SF from Proposed Residential Construction

Modernization Need	Total Square Footage	Facilities Cost
\$24,605,340	/5,913,500	= \$4.16

Source: Oroville Union High School District, Jack Schreder & Associates, Office of Public School Construction, City of Oroville, Butte County.

Extent of Mitigation of School Facility Costs Provided by Level I Residential Fees

Based on development projections, an estimated 5,913,500 residential square feet may be constructed in the next 25 years. Based on the statutory Level I fee of \$1.92 (40 percent of \$4.79) per square foot, the District is projected to collect \$11,353,920 ($\$1.92 \times 5,913,500$) in residential developer fees. The \$11,353,920 in total residential Level I fee revenue will cover only 46 percent of the \$24,605,340 in total school facility modernization costs attributable to new residential development over the next 25 years.

Commercial / Industrial Development and Fee Projections

In order to levy developer fees on commercial and industrial development, a district must conduct a study to determine the impact of the increased number of employees anticipated to result from commercial and industrial development upon the cost of providing school facilities within the district. For the purposes of making this determination, the [developer fee justification] study shall utilize employee generation estimates that are calculated on either an individual project or categorical basis. Those employee generation estimates shall be based upon commercial and industrial factors within the district or upon, in whole or part, the applicable employee generation estimates as set forth in the January 1990 edition of "San Diego Traffic Generators," a report of the San Diego Association of Governments. (Education Code Section 17621). The initial study that was completed in January of 1990 (updated annually) identifies the number of employees generated for every 1,000 square feet of floor area for several development categories. These generation factors are shown in Table 6.

Table 6 indicates the number of employees generated for every 1,000 square feet of new commercial and industrial development and the number of District households generated for every employee in 12 categories of commercial and industrial development. The number of District households is calculated by adjusting the number of employees for the percentage of employees that live in the District and are heads of households. School facility costs for development projects not included on the list may be estimated by using the closest employee per 1,000 square feet ratio available for the proposed development.

In addition, an adjustment in the formula is necessary so that students moving into new residential units that have paid residential fees are not counted in the commercial/industrial fee calculation. Forty percent of all employees in the District live in existing housing units. The forty percent adjustment eliminates double counting the impact. This adjustment is shown in the worksheets in Appendix C and in Table 6.

These adjustment factors are based on surveys of commercial and industrial employees in school districts similar to the District. When these figures are compared to the cost to house students, it can be shown that each square foot of commercial and industrial development creates a cost impact greater than the maximum fee, with the exception of mini storage. The data in Table 7 is based on the per student costs shown in Table 1. These figures are multiplied by the student yield factor to determine the number of students generated per square foot of commercial and industrial development. To determine the school facilities square foot impact of commercial and industrial development shown in Table 7, the students per square foot are multiplied by the cost of providing school facilities.

Table 6:
Commercial and Industrial Generation Factors

Type of Development	*Employees per 1,000 sf	**Dist HH Per Emp.	% Emp in Exist HH	Adj.%Emp Dist HH/Emp
Medical Offices	4.27	.2	.4	.08
Corporate Offices	2.68	.2	.4	.08
Commercial Offices	4.78	.2	.4	.08
Lodging	1.55	.3	.4	.12
Scientific R&D	3.04	.2	.4	.08
Industrial Parks	1.68	.2	.4	.08
Industrial/Business Parks	2.21	.2	.4	.08
Neighborhood Shopping Centers	3.62	.3	.4	.12
Community Shopping Centers	1.09	.3	.4	.12
Banks	2.82	.3	.4	.12
Mini-Storage	.06	.2	.4	.08
Agriculture	.31	.5	.4	.20

* Source: San Diego Association of Governments.

** Source: Jack Schreder and Associates. Original Research.

Table 7:
Commercial and Industrial Facilities Cost Impact

<u>Type of Development</u>	<u>Cost Impact Per Sq. Ft.</u>
Medical Offices	\$1.93
Corporate Offices	\$1.21
Commercial Offices	\$2.16
Lodging	\$1.05
Scientific R&D	\$1.38
Industrial/Business Parks	\$0.76
Industrial/Com Park	\$1.00
Commercial Shopping Centers	\$2.46
Community Shopping Centers	\$0.74
Banks	\$1.91
Mini-Storage	\$0.03
Agriculture	\$0.35

**Sources: San Diego Association of Governments and Jack Schreder and Associates, Original Research.*

Table 7 shows that all types of commercial and industrial development will create a square foot cost justifying a commercial/industrial fee. Thus, a reasonable relationship between commercial and industrial development and the impact on the District is shown. Based on this relationship, the levying of commercial and industrial developer fees is justified in the District.

Extent of Mitigation of School Facility Costs Provided by Level I Commercial/Industrial Fees

Each square foot of commercial and industrial development creates a school facility cost ranging from \$0.03 to \$2.46 per square foot. The cost per square foot of commercial/industrial construction exceeds the District's share of the Level I commercial fee of \$0.31 (40 percent of \$0.78) in all categories of construction, with the exception of Agriculture and mini storage. Agriculture construction should be collected at \$0.35 per square foot while Mini storage should be collected at \$0.03 per square foot of construction. Therefore, the District is justified to collect \$0.31 (40 percent of \$0.78) per square foot of commercial/industrial construction.

Summary

The cost impact on the District imposed by new students to be generated from new or expanded residential, commercial, and industrial development is greater than the maximum allowable fees. Each square foot of residential development creates a school facility cost of \$4.16 per square foot. Each square foot of commercial and industrial development creates a school facility cost ranging from \$0.03 to \$2.46 per square foot. The cost to provide additional school facilities exceeds the amount of residential and commercial/industrial fees to be generated directly and indirectly by residential construction. However, the District currently has a Level I Fee Sharing Agreement with its feeder districts. The High School District collects 40 percent of the Level I fee and the Feeder districts School District collect 60 percent of the fee. Therefore, the Oroville Union High School District is justified to collect \$1.92 (40 percent of \$4.79) per square foot of residential construction and \$0.31 (40 percent of \$0.78) per square foot of commercial/industrial construction, with the exception of agriculture and mini storage. Agriculture construction should be collected at \$0.35 per square foot while Mini storage should be collected at \$0.03 per square foot of construction.

SECTION II: BACKGROUND OF DEVELOPER FEE LEGISLATION

Initially, the allowable developer fee was limited by Government Code Section 65995 to \$1.50 per square foot of covered or enclosed space for residential development and \$0.25 per square foot of covered or enclosed space of commercial or industrial development. The Level I fee that can be levied is adjusted every two years, according to the inflation rate as listed by the state-wide index for Class B construction set by the State Allocation Board. In February of 2022, the State Allocation Board changed the Level I fee to \$4.79 per square foot of residential construction and \$0.78 per square foot of commercial and industrial construction.

The fees collected are to be used by the school district for the construction or modernization of school facilities and may be used by the district to pay bonds, notes, loans, leases or other installment agreements for temporary as well as permanent facilities.

Assembly Bill 3980 (Chapter 418/Statutes of 1988) added Government Code Section 66006 to require segregation of school facilities fees into a separate capital facilities account or fund and specifies that those fees and the interest earned on those fees can only be expended for the purposes for which they were collected.

Senate Bill 519 (Chapter 1346/Statutes of 1987) added Section 17625 to the Education Code. It provides that a school district can charge a fee on manufactured or mobile homes only in compliance with all of the following:

1. The fee, charge, dedication, or other form of requirement is applied to the initial location, installation, or occupancy of the manufactured home or mobile home within the school district.
2. The manufactured home or mobile home is to be located, installed, or occupied on a space or site on which no other manufactured home or mobile home was previously located, installed, or occupied.
3. The manufactured home or mobile home is to be located, installed, or occupied on a space in a mobile home park, on which the construction of the pad or foundation system commenced after September 1, 1986.

Senate Bill 1151 (Chapter 1037/Statutes of 1987) concerns agricultural buildings and adds Section 17622 to the Education Code. It provides that no school fee may be imposed and collected on a greenhouse or other space covered or enclosed for agricultural purposes unless the school district has made findings supported by substantial evidence as follows:

1. The amount of the fees bears a reasonable relationship and is limited to the needs for school facilities created by the greenhouse or other space covered or enclosed for agricultural purposes.
2. The amount of the fee does not exceed the estimated reasonable costs of the school facilities necessitated by the structures as to which the fees are to be collected.

3. In determining the amount of the fees, the school district shall consider the relationship between the proposed increase in the number of employees, if any, the size and specific use of the structure, as well as the cost of construction.

In order to levy developer fees, a study is required to assess the impact of new growth and the ability of the local school district to accommodate that growth. The need for new school construction and modernization must be determined along with the costs involved. The sources of revenue need to be evaluated to determine if the district can fund the new construction and modernization. Finally, a relationship between needs and funding raised by the fee must be quantified.

Assembly Bill 181 (Chapter 1109/Statutes of 1989) which became effective October 2, 1989, was enacted to clarify several areas of developer fee law. Assembly Bill 181 provisions include the following:

1. Exempts residential remodels of less than 500 square feet from fees.
2. Prohibits the use of developer fee revenue for routine maintenance and repair, most asbestos work, and deferred maintenance.
3. Allows the fees to be used to pay for the cost of performing developer fee justification studies.
4. States that fees are to be collected at the time of occupancy, unless the district can justify earlier collection. The fees can be collected at the time the building permit is issued if the district has established a developer fee account and funds have been appropriated for which the district has adopted a proposed construction schedule or plan prior to the issuance of the certificate of occupancy.
5. Clarifies that the establishment or increase of fees is not subject to the California Environmental Quality Act.

6. Clarifies that the impact of commercial and industrial development may be analyzed by categories of development as well as an individual project-by-project basis. An appeal process for individual projects would be required if analysis was done by categories.
7. Changes the frequency of the annual inflation adjustment on the Level I fee to every two years.
8. Exempts from fees - development used exclusively for religious purposes, private schools, and government-owned development.
9. Expands the definition of senior housing, which is limited to the commercial/industrial fee and requires the conversion from senior housing to be approved by the city/county after notification of the school district.
10. Extends the commercial/industrial fee to mobile home parks limited to older persons.

SECTION III: REQUIREMENTS OF AB 1600

Assembly Bill 1600 (Chapter 927/Statutes of 1987) adds Section 66000 through 66003 to the Government Code:

Section 66000 defines various terms used in AB 1600:

"Fee" is defined as monetary exaction (except a tax or a special assessment) which is charged by a local agency to the applicant in connection with the approval of a development project for the purpose of defraying all or a portion of the costs of public facilities related to the development project.

"Development project" is defined broadly to mean any project undertaken for purposes of development. This would include residential, commercial, or industrial projects.

"Public facilities" is defined to include public improvements, public services, and community amenities.

Section 66001 (a) sets forth the requirements for establishing, increasing or imposing fees. Local agencies are required to do the following:

1. Identify the purpose of the fee.
2. Identify the use to which the fee is to be put.
3. Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
4. Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.

Section 66001 (c) requires that any fee subject to AB 1600 be deposited in an account established pursuant to Government Code Section 66006. Section 66006 requires that development fees be deposited in a capital facilities account or fund. To avoid any commingling of the fees with other revenues and funds of the local agency, the fees can only be expended for the purpose for which they were collected. Any income earned on the fees should be deposited in the account and expended only for the purposes for which the fee was collected.

Section 66001 (d) as amended by Senate Bill 1693 (Monteith/Statutes of 1996, Chapter 569), requires that for the fifth year following the first deposit into a developer fee fund, and for every five years thereafter, a school district must make certain findings as to such funds. These findings are required regardless of whether the funds are committed or uncommitted. Formerly only remaining unexpended or uncommitted fees were subject to the mandatory findings and potential refund process. Under this section as amended, relating to unexpended fee revenue, two specific findings must be made as a part of the public information required to be formulated and made available to the public. These findings are:

1. Identification of all sources and amounts of funding anticipated to provide adequate revenue to complete any incomplete improvements identified pursuant to the requirements of Section 66001 (a)(2).
2. A designation of the approximate date upon which the anticipated funding will be received by the school district to complete the identified but as yet, incomplete improvements.

If the two findings are not made, a school district must refund the developer fee revenue on account in the manner provided in Section 66001 (e).

Section 66001 (e) provides that the local agency shall refund to the current record owners of the development project or projects on a prorated basis the unexpended or uncommitted portion of the fees and any accrued interest for which the local agency is unable to make the findings required by Section 66001 (d) that it still needs the fees.

Section 66002 provides that any local agency which levies a development fee subject to Section 66001 may adopt a capital improvement plan which shall be updated annually and which shall indicate the approximate location, size, time of availability and estimates of cost for all facilities or improvements to be financed by the fees.

Assembly Bill 1600 and the Justification for Levying Developer Fees

Effective January 1, 1989, Assembly Bill 1600 requires that any school district which establishes, increases or imposes a fee as a condition of approval of development shall make specific findings as follows:

1. A cost nexus must be established. A cost nexus means that the amount of the fee cannot exceed the cost of providing adequate school facilities for students generated by development. Essentially, it prohibits a school district from charging a fee greater than their cost to construct or modernize facilities for use by students generated by development.
2. A benefit nexus must be established. A benefit nexus is established if the fee is used to construct or modernize school facilities benefiting students to be generated from development projects.

3. A burden nexus must be established. A burden nexus is established if a project, by the generation of students, creates a need for additional facilities or a need to modernize existing facilities.

SECTION IV: REVENUE SOURCES FOR FUNDING FACILITIES

Two general sources exist for funding facility construction and modernization - state sources and local sources. The District has considered the following available sources:

State Sources

State School Facility Program

Senate Bill 50 reformed the State School Building Lease-Purchase Program in August of 1998. The new program, entitled the School Facility Program, provides funding under a "grant" program once a school district establishes eligibility. Funding required from districts will be a 50/50 match for construction projects and 60/40 (District/State) match for modernization projects. Districts may levy the current statutory developer fee as long as a district can justify collecting that fee. If a district desires to collect more than the statutory fee (Level 2 or Level 3), that district must meet certain requirements outlined in the law, as well as conduct a needs assessment to enable a higher fee to be calculated.

Local Sources

Mello-Roos Community Facilities Act

The Mello-Roos Community Facilities Act of 1982 allows school districts to establish a community facilities district in order to impose a special tax to raise funds to finance the construction of school facilities.

1. The voter approved tax levy requires a two-thirds vote by the voters of the proposed Mello-Roos district.

4. If a Mello-Roos district is established in an area in which fewer than twelve registered voters reside, the property owners may elect to establish a Mello-Roos district.

General Obligation Bonds

General Obligation (GO) bonds may be issued by any school district for the purposes of purchasing real property or constructing or purchasing buildings or equipment "of a permanent nature." Because GO bonds are secured by an ad valorem tax levied on all taxable property in the district, their issuance is subject to two-thirds voter approval or 55% majority vote under Proposition 39 in an election. School districts are obligated, in the event of delinquent payments on the part of the property owners, to raise the amount of tax levied against the non-delinquent properties to a level sufficient to pay the principal and interest coming due on the bonds.

The District does not have available bond funds for facility improvements.

Developer Fees

The District's developer fees are dedicated to the current needs related directly to modernization and replacement of school facilities.

School District General Funds

The District's general funds are needed by the District to provide for the operation of its instructional program.

Expenditure of Lottery Funds

Government Code Section 8880.5 states: "It is the intent of this chapter that all funds allocated from the California State Lottery Education Fund shall be used exclusively for the education of pupils and students and no funds shall be spent for acquisition of real property, construction of facilities, financing research, or any other non-instructional purpose."

SECTION V: ESTABLISHING THE COST, BENEFIT AND BURDEN NEXUS

In accordance with Government Code Section 66001, the District has established a cost nexus and identified the purpose of the fee, established a benefit nexus, and a burden nexus:

Establishment of a Cost Nexus & Identify Purpose of the Fee

The Oroville Union High School District chooses to replace and/or modernize facilities for the additional students created by development in the district and the cost to replace and/or modernize facilities exceeds the amount of developer fees to be collected.

Based on development projections, an estimated 5,913,500 residential square feet may be constructed in the next 25 years. Based on the statutory Level I fee of \$1.92 (40 percent of \$4.79) per square foot, the District is projected to collect \$11,353,920 ($\$1.92 \times 5,913,500$) in residential developer fees. The \$11,353,920 in total residential Level I fee revenue will cover only 46 percent of the \$24,605,340 in total school facility modernization costs attributable to new residential development over the next 25 years. Each square foot of commercial and industrial development creates a school facility cost ranging from \$0.03 to \$2.46 per square foot. The cost per square foot of commercial/industrial construction exceeds the District's share of the Level I commercial fee of \$0.31 (40 percent of \$0.78) in all categories of construction, with the exception of agriculture and mini storage. Agriculture construction should be collected at \$0.35 per square foot while Mini storage should be collected at \$0.03 per square foot of construction. It is clear that when educational facilities are provided for students generated by new residential, commercial and industrial development that the cost of replacing and/or modernizing facilities exceeds developer fee generation, thereby establishing a cost nexus.

Establishment of a Benefit Nexus

Students generated by new residential, commercial and industrial development will be attending District schools. Housing District students in replaced and/or modernized facilities will directly benefit those students from the new development projects upon which the fee is imposed, therefore, a benefit nexus is established.

Establishment of a Burden Nexus

Future residential and commercial/industrial development will cause new families to move into the District and, consequently, will generate additional students in the District. While facilities are currently designed to meet the projected student enrollment, the existing facilities will need to remain in sufficient condition to maintain existing levels of service for the newly generated students. Future residential and commercial/industrial development, therefore, creates a need for the reconstruction and/or modernization of existing school facilities. The fee's use for school facility reconstruction and/or modernization efforts is, therefore, reasonably related to the future residential and commercial/industrial development upon which it is imposed.

The need for reconstructing and/or modernizing facilities will be, in part, satisfied by the levying of developer fees on new residential and commercial/industrial developments, therefore, a burden nexus is established.

SECTION VI: FACILITY FUNDING ALTERNATIVES

The District does not currently have funds to provide for the shortfall in modernization costs. We suggest the District continue to consider and pursue all State funding sources for the modernization of facilities.

STATEMENT TO IDENTIFY PURPOSE OF FEE

It is a requirement of AB 1600 that the District identify the purpose of the fee. The purpose of fees being levied shall be used for the replacement and/or modernization of school facilities. The District will provide for the replacement and/or modernization of school facilities, in part, with developer fees. The District plans to use developer fees to

install shade structures for outdoor student meeting areas, replace the ag greenhouse, install HVAC in the student union for physical education at Oroville High, resurface tennis courts for physical education, replace roofs, modernize instructional spaces and add instructional space as needed. Projects will be funded as developer fee revenue is generated.

ESTABLISHMENT OF A SPECIAL ACCOUNT

Pursuant to Government Code section 66006, the District has established a special account in which fees for capital facilities are deposited. The fees collected in this account will be expended only for the purpose for which they were collected. Any interest income earned on the fees that are deposited in such an account must remain with the principal. The school district must make specific information available to the public within 180 days of the end of each fiscal year pertaining to each developer fee fund. The information required to be made available to the public by Section 66006 (b) (1) was amended by SB 1693 and includes specific information on fees expended and refunds made during the year.

RECOMMENDATION

Based on the fee justification provided in this report, it is recommended that the Oroville Union High School District levy residential development fees and commercial/industrial fees up to the statutory fee for which justification has been determined.

SOURCES

California Basic Educational Data System. California State Department of Education. October Enrollments, 2017-2020.

California Department of Education, Dataquest.

Collard, Gary. Lead Housing Analyst for Southern California. California State Department of Housing and Community Development.

Local Control Accountability Plan. Oroville Union High School District. 2021-2022.

Musler, Connor. Assistant Planner, Community Development Department, City of Oroville.

Office of Public School Construction. Leroy F. Greene School Facilities Act, 1998.

San Diego Association of Governments. Traffic Generators, January 1990.

Schreder, Jack and Associates. Original research.

Watts, Susan. Assistant Superintendent, Oroville Union High School District.

Weems, Tristan. Associate Planner, Butte County Planning Department.

Willenberg, Corey, EdD. Superintendent, Oroville Union High School District.

APPENDIX A
CONSTRUCTION COSTS

High School Facility Construction Costs		
I. Allowable Building Area		
A. Total Student Capacity		
B. Building Area		
1500 students @ 92sf/student		138,000
Speech/Resource Specialist		4,500
Total		142,500
II. Site Requirements		
A. Purchase Price of Property (40 Acres)		
Cost per Acre		\$0
B. Appraisals		\$0
C. Costs Incurred in Escrow		\$0
D. Surveys		\$0
E. Other Costs, Geo. and Soils Reports		\$0
Total-Acquisition of Site		\$0
III. Plans		
A. Architect's Fee for Plans		\$7,374,667
B. OSA Plans Check Fee		\$573,585
C. School Planning, Plans Check Fee		\$11,349
D. Preliminary Tests		\$18,376
E. Other Costs, Energy Cons. & Advertising		\$167,808
		\$8,145,786
IV. Construction Requirements		
A. Utility Services		\$1,531,409
B. Off-site Development		\$1,566,217
C. Site Development, Service		\$5,046,695
D. Site Development, General		\$3,793,724
E. New Construction		\$67,260,000
F. Unconventional Energy Source		\$2,742,704
Total Construction		\$81,940,749
Total Items II, III and IV		\$90,086,535
Contingency 10%		\$9,008,653
Construction Tests		\$614,556
Inspection		\$819,407
TOTAL ESTIMATED PROJECT COSTS		\$100,529,151
ESTIMATED COST PER STUDENT		\$67,019
*Source: California Department of Education, Jack Schreder & Associates.		

APPENDIX B
PER PUPIL GRANT AMOUNTS

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, February 23, 2022

Grant Amount Adjustments

New Construction	SFP Regulation Section	Adjusted Grant Per Pupil Effective 1-1-21	Adjusted Grant Per Pupil Effective 1-1-22
Elementary	1859.71	\$12,628	\$14,623
Middle	1859.71	\$13,356	\$15,466
High	1859.71	\$16,994	\$19,679
Special Day Class – Severe	1859.71.1	\$35,484	\$41,090
Special Day Class – Non-Severe	1859.71.1	\$23,731	\$27,480
Automatic Fire Detection/Alarm System – Elementary	1859.71.2	\$15	\$17
Automatic Fire Detection/Alarm System – Middle	1859.71.2	\$20	\$23
Automatic Fire Detection/Alarm System – High	1859.71.2	\$34	\$39
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.71.2	\$63	\$73
Automatic Fire Detection/Alarm System – Special Day Class – Non-Severe	1859.71.2	\$45	\$52
Automatic Sprinkler System – Elementary	1859.71.2	\$212	\$245
Automatic Sprinkler System – Middle	1859.71.2	\$252	\$292
Automatic Sprinkler System – High	1859.71.2	\$262	\$303
Automatic Sprinkler System – Special Day Class – Severe	1859.71.2	\$668	\$774
Automatic Sprinkler System – Special Day Class – Non-Severe	1859.71.2	\$448	\$519

ATTACHMENT B

ANNUAL ADJUSTMENT TO SCHOOL FACILITY PROGRAM GRANTS

State Allocation Board Meeting, February 23, 2022

Grant Amount Adjustments

Modernization	SFP Regulation Section	Adjusted Grant Per Pupil Effective 1-1-21	Adjusted Grant Per Pupil Effective 1-1-22
Elementary	1859.78	\$4,808	\$5,568
Middle	1859.78	\$5,085	\$5,888
High	1859.78	\$6,658	\$7,710
Special Day Class - Severe	1859.78.3	\$15,325	\$17,746
Special Day Class – Non- Severe	1859.78.3	\$10,253	\$11,873
State Special School – Severe	1859.78	\$25,543	\$29,579
Automatic Fire Detection/Alarm System – Elementary	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – Middle	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – High	1859.78.4	\$156	\$181
Automatic Fire Detection/Alarm System – Special Day Class – Severe	1859.78.4	\$430	\$498
Automatic Fire Detection/Alarm System – Special Day Class – Non- Severe	1859.78.4	\$288	\$334
Over 50 Years Old – Elementary	1859.78.6	\$6,680	\$7,735
Over 50 Years Old – Middle	1859.78.6	\$7,065	\$8,181
Over 50 Years Old – High	1859.78.6	\$9,248	\$10,709
Over 50 Years Old – Special Day Class – Severe	1859.78.6	\$21,291	\$24,655
Over 50 Years Old – Special Day Class – Non-Severe	1859.78.6	\$14,237	\$16,486
Over 50 Years Old – State Special Day School – Severe	1859.78.6	\$35,483	\$41,089

APPENDIX C
COMMERCIAL/INDUSTRIAL
CALCULATIONS

Oroville Union High School District						
Commercial/Industrial Calculations						
	EMP/ 1000 SQ.FT	DIST.HH/ EMP	HH/SF	% EMP IN EXIST HH	ADJUSTED HH/SF	ADJ % DIST HH/EMP
MEDICAL	4.27	0.2	0.000854	0.4	0.0003416	0.08
CORP. OFFICE	2.68	0.2	0.000536	0.4	0.0002144	0.08
COM. OFFICE	4.78	0.2	0.000956	0.4	0.0003824	0.08
LODGING	1.55	0.3	0.000465	0.4	0.0001860	0.12
R&D	3.04	0.2	0.000608	0.4	0.0002432	0.08
IN. PARK	1.68	0.2	0.000336	0.4	0.0001344	0.08
IN/COM PARK	2.21	0.2	0.000442	0.4	0.0001768	0.08
NBHD COMM SC	3.62	0.3	0.001086	0.4	0.0004344	0.12
COMMUNITY SC	1.09	0.3	0.000327	0.4	0.0001308	0.12
BANKS	2.82	0.3	0.000846	0.4	0.0003384	0.12
MINI-STORAGE	0.06	0.2	0.000012	0.4	0.0000048	0.08
AGRICULTURE	0.31	0.5	0.000155	0.4	0.0000620	0.20
STUDENT GENERATION RATE			MODERNIZATION COST PER STUDENT			
K-8	0.2000		9-12	\$28,282		
STUDENTS PER SQUARE FOOT (YIELD FACTORS X ADJ HH/SQ. FT IN COLUMN F)						
	9-12					
MEDICAL	0.000068					
CORP. OFFICE	0.000043					
COM. OFFICE	0.000076					
LODGING	0.000037					
R&D	0.000049					
IN. PARK	0.000027					
IN/COM PARK	0.000035					
COM. SC.	0.000087					
COMMUNITY SC	0.000026					
BANKS	0.000068					
MINI STORAGE	0.000001					
AGRICULTURE	0.000012					
COSTS PER SQUARE FOOT (STUDENTS/ SQ. FOOT X STUDENT COST/SQ. FOOT IN EACH CATEGORY)						
	9-12					
MEDICAL	\$1.93					
CORP. OFFICE	\$1.21					
COM. OFFICE	\$2.16					
LODGING	\$1.05					
R&D	\$1.38					
IN. PARK	\$0.76					
IN/COM PARK	\$1.00					
COM. SC.	\$2.46					
COMMUNITY SC	\$0.74					
BANKS	\$1.91					
MINI STORAGE	\$0.03					
AGRICULTURE	\$0.35					

APPENDIX D
DEVELOPMENT



City of Oroville

COMMUNITY DEVELOPMENT DEPARTMENT

1735 Montgomery Street
 Oroville, CA 95965-4897
 (530) 538-2401 FAX (530) 538-2426
www.cityoforoville.org

January 11, 2021

Elona Cunningham
 Jack Schreder & Associates
 2230 K Street
 Sacramento, CA 95816

**RE: RESIDENTIAL UNIT COUNTS FOR THE OROVILLE CITY ELEMENTARY,
 THERMALITO, AND OROVILLE HIGH SCHOOL DISTRICTS 2021/22**

Ms. Cunningham

You have asked us to update our predictions of how many homes will be built in the above three school districts for a developer fee justification study. A similar letter was sent to you last year and the projections are mostly unchanged, with the minor addition of 15 units because of land use changes and annexation of vacant land. Since last year, the City has approved over 700 new multifamily housing units, with at least 4 of those projects currently under construction. These new multifamily units are located on properties zoned and planned for the construction of projects of this type and are already included in the potential number of units projections detailed in this letter. A subdivision of roughly 70 single-family homes in the Thermalito area is also nearing completion, however, this subdivision was approved back in 2007 and its completion has long been planned for and anticipated. The City's active project table further detailing this information is attached to this letter.

Factors affecting housing growth projections include:

1. We note that you have used the buildout information below from prior letters to estimate the next 20 years. That's fine with us. The numbers provided herein are approximations. One can guesstimate growth over the next 20 years based on projections of 2% - 3% per year (2% is a useful long-term natural growth rate, 3% was used in our General Plan). Economic conditions mean that growth fluctuates between 0% (in the last recession) to 4.5% (boom cycle prior to the recession).
2. We note that most of the territory of the three districts is outside the City's Sphere of Influence. We trust you are getting projections from the County for their portions of these districts or are otherwise estimating growth there.
3. The numbers provided in this letter are based on what could be built per the allowable land uses in the City's 2030 General Plan and Zoning Ordinance.

Per the City of Oroville 2014-2022 Housing Element adopted in June 3, 2014, the City of Oroville had 6,405 total housing units as of 2013.

Structure Type	Oroville	
	Units	%
Single-family detached	3,786	59.1%
Single-family attached	221	3.5%
Multi-family 2-4 units	790	12.3%
Multi-family 5+ units	1,227	19.2%
Mobile Homes	381	5.9%
Total units	6,405	100%

Per the City's Housing Element, the total housing growth need for the City of Oroville during the 2014-2022 projection period is 1,739 units. However, per the current zoning regulations adopted by the City Council on March 31, 2015, the potential number of units which may be constructed by school district is as seen below based on the following assumptions:

- Details that could affect the development potential of properties, such as topography, site access, existing structures, protected biological species, ecological systems and other environmental constraints, soil characteristics, number of stories, airport overlay restrictions, or other project specific information and site constraints are not considered;
- Full build out of the maximum residential density permitted is assumed;
- The provision allowing owners of properties zoned for single family residential units to apply for the construction of an accessory dwelling unit, if applicable requirements were met, was not considered;
- Mixed Use Zoning designations permit and encourage, but do not require, residential units be constructed;
- Any fraction for the maximum potential number of units was rounded up to the next whole number;
- Tentative parcel/subdivision maps are not accounted for;
- The potential for a developer to apply for residential bonuses was not accounted for.

We would like to note that the City is currently undergoing its 6th Cycle Housing Element Update for the 2022-2030 planning period. As part of this update, details about the existing and future housing stock/needs of the city will likely change from the currently adopted housing element, however, we do not anticipate any changes in the potential number of units projections with the adoption of the new housing element.

Oroville City Elementary School District

Zones	# of Parcels	Acres	Multi-Family Allowed	Max Density	Max Potential Units
MXC	568	594.33	Yes	30 du/acre	17,830
MXD	282	65.38	Yes	70 du/acre	4,577
MXN	64	57.24	Yes	30 du/acre	1,718
R-1	2,251	332.72	No	1 unit/parcel	2,251
R-2	11	3.37	Yes	14 du/acre	48
R-3	131	54.25	Yes	20 du/acre	1,085
R-4	5	34.29	Yes	30 du/acre	1,029
RL	1,557	1,235.81	No	1 unit/parcel	1,557
RP	3	0.37	Yes	20 du/acre	8
RR-10	1	0.3	No	1 unit/parcel	1
RR-20	49	222.43	No	1 unit/parcel	49
Total					30,153

Thermalito Union School District

Zones	# of Parcels	Acres	Multi-Family Allowed	Max Density	Max Potential Units
MXN	54	96.67	Yes	30 du/acre	2,901
R-1	355	171.7	No	1 unit/parcel	355
R-2	266	99.78	Yes	14 du/acre	1,397
R-3	172	91.99	Yes	20 du/acre	1,840
R-4	15	18.44	Yes	30 du/acre	554
RA	4	15.27	No	1 unit/parcel	4
RL	421	360.87	No	1 unit/parcel	421
RR-1	5	9.94	No	1 unit/parcel	5
RR-20	7	46.98	No	1 unit/parcel	7
Total					7,484

Oroville Union High School District

Zones	# of Parcels	Acres	Multi-Family Allowed	Max Density	Max Potential Units
MXC	568	594.33	Yes	30 du/acre	17,830
MXD	282	65.38	Yes	70 du/acre	4,577
MXN	118	153.91	Yes	30 du/acre	4,618
R-1	2606	504.42	No	1 unit/parcel	2,606
R-2	277	103.15	Yes	14 du/acre	1,445
R-3	303	146.24	Yes	20 du/acre	2,925
R-4	20	52.73	Yes	30 du/acre	1,582
RA	4	15.27	No	1 unit/parcel	4
RL	1978	1596.88	No	1 unit/parcel	1,978
RP	3	0.37	Yes	20 du/acre	8
RR-1	5	9.94	No	1 unit/parcel	5
RR-10	1	0.3	Yes	1 unit/parcel	1
RR-20	56	269.41	Yes	1 unit/parcel	56
Total					37,635

The applicable land use zoning designations identified above are abbreviated as follows:

- Corridor Mixed-Use (MXC)
- Downtown Mixed-Use (MXD)
- Neighborhood Mixed-Use (MXN)
- Single Family Residential (R-1)
- Medium-Density Residential (R-2)
- High-Density Residential (R-3)
- Urban Density Residential (R-4)
- Agricultural Residential (RA)
- Large-Lot Residential (RL)
- High-Density Residential / Professional (RP)
- Rural residential 1 Acre (RR-1)
- Rural Residential 10,000 Square Feet (RR-10)
- Rural Residential 20,000 Square Feet (RR-20)

I hope this information is useful. If you have any questions regarding the information in this letter, please contact Connor Musler at (530) 538-2430 or at cmusler@cityoforoville.org.

Sincerely,



Connor Musler, Assistant Planner
Community Development Department

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
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May 4, 2022

In reply refer to:
Project No. 2100-CA

Ms. Gwen Knittweis, Manager
Hydropower License Planning and Compliance Office
Executive Division
California Department of Water Resources (DWR)
P.O. Box 942836
Sacramento, California 94236-0001

Re: Aeration Analysis Project of the Flood Control Outlet – Board of Consultants

Dear Ms. Knittweis:

This is in response to a number of your letters, listed below, submitting documents for the First, Second, Third, and Fourth Board of Consultants (BOC) Meetings for the Aeration Analysis Project of the Flood Control Outlet (FCO) spillway chute at Oroville Dam, part of the Feather River Project, FERC No. 2100. The submittals include the following meeting preparation packets and BOC Reports:

- BOC No. 1 Preparation Material (February 11, 2020)
- BOC No. 1 Report (March 16, 2020)
- BOC No. 2 Preparation Material (August 5, 2020)
- BOC No. 2 Report (September 4, 2020)
- BOC No. 3 Preparation Material (October 23, 2020)
- BOC No. 3 Report (November 23, 2020)
- BOC No. 4 Preparation Material (August 11, 2021)
- BOC No. 4 Report (September 23, 2021)

We have reviewed the submittals and concur with both the BOC's conclusions in the reports and your plan and schedule to address the ongoing recommendations. We have the following comments:

1. In each of the BOC reports, the BOC has expressed, to varying degrees (most notably BOC No. 3), that they believe there is clear potential to complete the Aeration Analysis Project without the construction of artificial aeration features at the FCO chute. We concur with this potential. Although decision-making charts have been presented at some of the meetings in draft form, DWR should update the Commission on the decision-making process regarding the need for artificial aerators on the FCO chute. We concur that a properly executed formal Risk Informed Decision Making (RIDM) assessment could be helpful in this regard.
2. Preparation materials for the 4th BOC meeting proposed that Risk Informed Decision Making (RIDM) be part of the Aeration Analysis BOC process. As discussed in a telephone conference call with DWR staff on October 28, 2021, DWR should formally submit a proposal for the risk analysis for our review and acceptance prior to beginning. The proposal should include resumes of proposed facilitators, subject matter experts (SMEs), and estimators.
3. Most of the new Technical Memorandums (TMs) were presented with a 'draft' watermark, although stamped and signed. TM ORO-Aerator-05 was not stamped and signed. DWR should clarify the status of these TMs and when final versions would be submitted for the record.
4. TM ORO-Aerator-07, submitted for the 2nd BOC Meeting included a reference to 'maintaining the 1.5 feet of freeboard at the Thermalito Forebay and Afterbay.' It is unclear if freeboard is intended to be relative to the crest of the structures, per normal usage. Additionally Table 6 provided a Forebay Crest elevation of 233 feet, although the correct elevation is 231 feet (correct in the text of the TM). We understand that DWR has not moved forward with the concept behind the TM. If DWR were to propose the operation, such a filling would represent a 'first filling' at that elevation of the embankment and would necessitate the development of plan justifying the purpose and how the operation would be completed safely. Additionally, the modeling should be checked to ensure that the incorrect crest elevation was not carried forward from the table.
5. For the Fourth BOC meeting, TM ORO-Aerator-05 presented a summary of cavitation potential results from analytical methods, but did not present a detailed explanation of how those results were calculated. We understand the results are those from TM SRT-FCO-05, which was a cavitation damage potential assessment. However, that memorandum is not referenced as a source neither within nor at the end of the document. DWR should either provide a full explanation of this new analyses, or reference the previous TM.
6. DWR has typically provided insightful summary presentations at the BOC meetings in support of the submitted preparation materials. However, at the 4th BOC Meeting some of the questions to the BOC were answered exclusively in the

presentations and were not included in the official preparation packet even though BOC members reported receiving them unofficially the week of the meeting. In order to comply with the BOC process, DWR is required to formally submit all materials that would be the basis for the BOCs conclusions in the preparation packet, two weeks in advance of the BOC meeting.

7. Please develop a tracking sheet that summarizes the status of all BOC recommendations from the first four meetings. Also, you must update the worksheet and include it with the meeting preparation packet before each subsequent meeting.

Within 60 days of the date of this letter, please provide responses to these items or a plan and schedule for doing so. 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

cc:
Ms. Sharon Tapia, Division Manager
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