**OROVILLE CITY COUNCIL**
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**August 06, 2024**
**REGULAR MEETING**
**CLOSED SESSION 3:30 PM**
**OPEN SESSION 4:00 PM**
**AGENDA**

**PUBLIC ACCESS AND PARTICIPATION**

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

**To Observe the Meeting:**

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

**To Provide Comment to the Council:**

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

**If you would like to address the Council at this meeting, you are requested to complete the blue speaker request form (located on the wall by the agendas) and hand it to the City Clerk, who is seated on the right of the Council Chamber. The form assists the Clerk with minute taking and assists the Mayor or presiding chair in conducting an orderly meeting. Providing personal information on the form is voluntary. For scheduled agenda items, *please submit the form prior to the conclusion of the staff presentation for that item.*** Council has established time limitations of three (3) minutes per speaker on all items and an overall time limit of thirty minutes for non-agenda items. If more than 10 speaker cards are submitted for an item, the time limitation would be reduced to one and a half (1.5) minutes per speaker for that item. If more than 15 speaker cards are submitted for non-agenda items, the first 15 speakers will be randomly selected to speak at the beginning of the meeting, with the remaining speakers given an opportunity at the end. **(California Government Code §54954.3(b))**. Pursuant to Government Code Section 54954.2, the Council is prohibited from taking action except for a brief response from the Council or staff to statements or questions relating to a non-agenda item.

# CALL TO ORDER / ROLL CALL

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

# CLOSED SESSION

1. The Council will hold a Closed Session on the following: Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the evaluation of performance related to the following positions: Public Works Director and Community Development Director

2. Pursuant to Government Code Section 54957(b), the Council will meet with the Personnel Officer and City Attorney to consider the employment related to the following position: Chief of Police.

## OPEN SESSION

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

## PRESENTATIONS AND PROCLAMATIONS

None this meeting.

## PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

## REPORTS / DISCUSSIONS

1. Council Announcements and Reports
2. Administration Reports

## CONSENT CALENDAR

Consent calendar **items 1 – 8** 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. JOB DESCRIPTION FOR PAYROLL TECHNICIAN POSITION**

Staff recommends the City Council approve the job description for Payroll Technician.

**ACTION REQUESTED –**

APPROVE THE JOB DESCRIPTION FOR PAYROLL TECHNICIAN.

**2. PUBLIC WORKS EGINEERING STAFFING REQUEST**

Add Project Manager/Senior Civil Engineer allocation and delete Assistant Engineer allocation.

**ACTION REQUESTED –**

ADD ONE PROJECT MANAGER / SENIOR CIVIL ENGINEER ALLOCATION AND DELETE ONE VACANT ASSISTANT ENGINEER ALLOCATION.

## 3. BUDGET ADJUSTMENT FOR SALARY AND WAGES FOR CODE ENFORCEMENT DEPARTMENT

The Council will consider a budget adjustment of $34,486.95 in the salary and wages budget for the Code Enforcement Department for fiscal year 2024-25 to account for the advancement of Code Enforcement Technicians who have attained certifications to promote to Technician III.

**ACTION REQUESTED -**

APPROVE BUDGET ADJUSTMENT (REQUIRES 5/7 VOTE).

## 4. NELSON AVE GRIND & PAVE – BUDGET ADJUSTMENT

The City Council will review and consider approving a supplemental budget adjustment in the amount of $50,000 for an additional 3,000 square feet of grind and pave near the Nelson Ave. and Highway 70 off-ramp intersection.

**ACTION REQUESTED –**

APPROVE SUPPLEMENTAL BUDGET ADJUSTMENT OF $50,000.00 (INCREASE FROM PREVIOUSLY APPROVED $283,526.56 TO $333,526.56) AND AUTHORIZE PAYMENT TO KNIFE RIVER FOR ADDITIONAL GRIND AND PAVE.

## 5. AGREEMENT WITH ORIGINAL GRANTS FOR WASHINGTON AVENUE COMPLETE STREETS GRANT APPLICATION TO THE FEDERAL ACTIVE TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM

The Council will consider an agreement with the Original Grants for the submission of the Washington Avenue Complete Streets project to the Federal Active Transportation Infrastructure Investment Program Grant.

**ACTION REQUESTED -**

APPROVE AGREEMENT A-3514 AND AUTHORIZE THE MAYOR TO SIGN.

## 6. APPROVAL OF PERMANENT LOCAL HOUSING ALLOCATION (PLHA) OWNER-OCCUPIED REHABILITATION LOAN PROGRAM GUIDELINES

The Council will consider authorizing the adoption of the Permanent Local Housing Allocation Program Guidelines for the Owner-Occupied Rehabilitation Loan Program.

**ACTION REQUESTED -**

ADOPT RESOLUTION NO. 9295 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE ADOPTION OF THE PERMANENT LOCAL HOUSING ALLOCATION OWNER-OCCUPIED HOME REHABILITATION PROGRAM GUIDELINES.

**7. REQUEST FOR THE CITY TO PURCHASE A TABLE AT THE OROVILLE ECONOMIC ALLIANCE ANNUAL BARBEQUE**

It is requested that the City Council purchase a table at the Oroville Economic Alliance Annual BBQ on Thursday, August 29 at Riffles Resort.

**ACTION REQUESTED -**

PURCHASE A TABLE OF 8 FOR $540 DOLLARS.

**8. APPROVAL OF REGULAR CITY COUNCIL MEETING MINUTES**

Submitted for approval are a series of regular meeting minutes.

**ACTION REQUESTED -**

APPROVE MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

# REGULAR BUSINESS

**9. TWO-YEAR CONTRACT WITH VERDIN MARKETING TO CREATE AND IMPLEMENT OROVILLE'S COMMUNITY PRIDE AND ECONOMIC DEVELOPMENT MARKETING PLAN**

A proposed two-year marketing contract with Verdin Marketing (Verdin) for $100,000 per year to implement the approved marketing strategy, plus up to $25,000 per year for optional tasks is being recommended by staff.

**ACTION REQUESTED -**

APPROVE THE PROPOSED TWO-YEAR CONTRACT WITH VERDIN MARKETING, INCLUDING:

a. A TWO-YEAR MARKETING PLAN @ $100,000 PER YEAR.

b. AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE UP TO $25,000 PER YEAR FOR ADDITIONAL SERVICES IF RECOMMENDED BY THE CREATIVE TEAM.

c. AN OPTION TO EXTEND THE CONTRACT WITH VERDIN FOR UP TO TWO ADDITIONAL YEARS WITH COUNCIL APPROVAL.

## 10. LEASE / OPERATING AGREEMENT FOR THE OROVILLE CONVENTION CENTER BETWEEN THE CITY OF OROVILLE AND FEATHER RIVER RECREATION AND PARK DISTRICT

The Council may consider a lease / operating agreement with Feather River Recreation and Park District for the lease and operation of the Municipal Auditorium.

**ACTION REQUESTED –**

ADOPT RESOLUTION NO.9296 – A RESOLUTION OF THE OROVILLE CITY COUNCIL

AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EXCLUSIVE

OPERATING / LEASE AGREEMENT WITH THE FEATHER RIVER RECREATION

AND PARK DISTRICT FOR THE OPERATION OF THE CONVENTION CENTER

LOCATED AT 1200 MYERS STREET, OROVILLE – (AGREEMENT NO. 3516); AND

TERMINATE EXISTING AGREEMENT WITH THE YMCA OF SUPERIOR CALIFORNIA.

## 11. DOWNTOWN OROVILLE BUSINESS IMPROVEMENT DISTRICT ANNUAL 2024-25 FISCAL YEAR BUDGET

The Council may receive the 2024-25 annual budget for the Oroville Downtown Business Improvement District (BID).

**ACTION REQUESTED –**

APPROVE FISCAL YEAR 2024-25 BUDGET.

## 12. 655 CAL OAK ROAD - NEW CORP YARD PELIMINARY DESIGN OF ADMINISTRATION BUIDING AND PROPOSED BUDGET

The City Council shall receive a brief update on the status of the preliminary design concepts for the new corporation yard located at 655 Cal Oak Road.

**ACTION REQUESTED -**

ACCEPT FOR INFORMATION OR PROVIDE DIRECTION TO STAFF.

## 13. AGREEMENT WITH CITY OF CHICO ON USE OF RULE 20A CREDITS FROM BUTTE COUNTY

The Council may consider an agreement with the City of Chico which allows the City of Chico to receive Rule 20A credits from Butte County (approximately $5,743,000), with the understanding that if the City of Oroville does not receive an additional amount of reallocated Rule 20A credits to fully fund the City's Myers Street Underground Utility District project, the City of Chico would provide the difference needed, not to exceed $2,871,000 (fifty percent of the County's credits), with an in-lieu cash contribution for the construction of the Myers Street project, upon approval of the project from Pacific Gas and Electric.

**ACTION REQUESTED -**

APPROVE AGREEMENT AND AUTHORIZE THE MAYOR TO SIGN.

## 14. THE GREAT FEATHER RIVER MOSAIC MURAL PROJECT SPONSORSHIP PROGRAM

The City of Oroville will work with the Rainforest Art Project team to develop a program where organizations and community members may make a contribution to the public arts fund program by sponsoring murals in the Great Feather River Mosaic Mural Project on Table Mountain Boulevard.

**ACTION REQUESTED -**

ALLOW STAFF TO PROCEED WITH DEVELOPMENT OF A SPONSORSHIP PROGRAM FOR THE GREAT FEATHER RIVER MOSAIC MURAL ART PROJECT.

## 15. RESOLUTION FOR CAL OES FORM 130 DESIGNATION OF APPLICANT'S AGENT

The Council may consider authorizing the City Administrator (or Acting, or Interim, or Assistant City Administrator) to execute the remaining applications and forms to the Federal Emergency Management Agency (FEMA) and the State of California Office of Emergency Services (Cal OES) relating to the Thompson Fire incident, by resolution of the City Council.

**ACTION REQUESTED -**

ADOPT RESOLUTION NO. 9297- A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR (ACTING, OR INTERIM, OR ASSISTANT CITY ADMINISTRATOR) TO EXECUTE ANY REMAINING FORMS TO FEMA AND CAL-OES.

## 16. ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2024/25

The City Council will consider the annual special tax relating to the City's Community Facilities Districts ("CFD's").

**ACTION REQUESTED –**

1. ADOPT RESOLUTION NO. 9305 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2023/24
2. ADOPT RESOLUTION NO. 9306 - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2023/24
3. AUTHORIZE THE MAYOR TO SIGN THE PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS STATEMENT FOR INCLUSION ON THE 2024/25 BUTTE COUNTY TAX ROLL.

# PUBLIC HEARINGS

The Public Hearing Procedure is as follows:

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

## 17. 5:05 PM - ANNUAL SANITARY SEWER SERVICE TO BE LEVIED ON THE 2024-25 TAX ROLL

The Council may consider a Resolution certifying that the Sewer Service charges to be levied on the 2024-25 tax roll are in compliance with Proposition 218.

**ACTION REQUESTED -**

ADOPT RESOLUTION NO. 9302 - A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY FOR FISCAL YEAR 2024–25 SEWER SERVICE CHARGES

## 18. 5:10PM - GENERAL PLAN CIRCULATION ELEMENT REVISION AND ADOPTION OF AN INTERIM TRANSPORTATION THRESHOLD

The City Council will consider a General Plan amendment that meets the requirements of Senate Bill 743, which requires Vehicle Miles Traveled (VMT) to be the new analytical emphasis for improving air quality.

**ACTION REQUESTED -**

1. CONDUCT A PUBLIC HEARING ON THE PROPOSED GENERAL PLAN AMENDMENT.
2. ADOPT RESOLUTION NO 9300: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING THE CIRCULATION ELEMENT OF THE GENERAL PLAN.
3. ADOPT THE ATTACHED RESOLUTION NO 9301: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING AN INTERIM TRANSPORTATION THRESHOLD FOR THE PURPOSES OF IMPLEMENTING THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR VEHICLE MILES TRAVELED (VMT).

## 19. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 2, 4, 6-8

The Council will hold a public hearing and consider approving the Annual Assessment Report and declare its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2024/25.

**ACTION REQUESTED -**

COLLECT NO ASSESSMENT THIS YEAR, PROVIDING ASSESSMENT HOLIDAY, DUE TO LOW EXPENDITURES AND SUFFICIENT ZONE RESERVES TO COVER THOSE COSTS.

## 20. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 3, 5, 9

The Council will hold a public hearing and consider approving the Annual Assessment Report and declare its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2024/25.

**ACTION REQUESTED -**

COLLECT NO ASSESSMENT THIS YEAR, PROVIDING ASSESSMENT HOLIDAY, DUE TO LOW EXPENDITURES AND SUFFICIENT ZONE RESERVES TO COVER THOSE COSTS.

**21. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 1, 4, 6, 11, 13, 16, 18**

The Council will hold a public hearing and consider approving the Annual Assessment Report and declare its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2024/25.

**ACTION REQUESTED -**

1. AFFIRM RESOLUTION #9290 ADOPTED BY COUNCIL ON JULY 16, 2024, AFFIRMING THE ANNUAL ASSESSMENT REPORT AND DECLARING INTENT TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT FOR FISCAL YEAR 2024/25; AND

2. ADOPT RESOLUTION NO. 9303 - RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

**22. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 2, 3, 5, 7, 10, 12, 14, 15, 17**

The Council will hold a public hearing and consider approving the Annual Assessment Report and declare its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2024/25.

**ACTION REQUESTED -**

1. AFFIRM RESOLUTION NO. 9291 ADOPTED BY COUNCIL ON JULY 16, 2024, AFFIRMING THE ANNUAL ASSESSMENT REPORT AND DECLARING INTENT TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT FOR FISCAL YEAR 2024/25; AND

2. ADOPT RESOLUTION NO. 9304 - RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

## PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

## FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

2. Correspondence

   i. PG&E Wildfire Rate Relief

# ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on August 20, 2024 at 4:00 p.m.

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

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

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR - ADMINISTRATIVE SERVICES**

**RE:** **JOB DESCRIPTION FOR PAYROLL TECHNICIAN POSITION**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

Staff recommends the City Council approve the job description for Payroll Technician.

## DISCUSSION

The position of Payroll Technician was budgeted for the fiscal year 2024-25 in the annual budget. The job description has been reviewed and updated to reflect current specifications.

This position is part of a restructuring of the Finance Department and is intended to replace the current position of Accounting Analyst at some point in the future as the position becomes vacant. Council approved Accounting Manager on July 16, 2024 so there is no need in the department for Accounting Analyst in the future.

Currently there are 4 Accounting Technicians, and this position of Payroll Technician will be specialized to focus on the City's payroll processing.

## FISCAL IMPACT

No fiscal impact, the position was included in the 2024-25 Budget. The salary schedule for Payroll Technician is the same for Accounting Analyst $58,694.00 to 82,588.35.

## RECOMMENDATION

Approve the job description for Payroll Technician.

## ATTACHMENTS

Job Description for Payroll Technician.

# PAYROLL TECHNICIAN I

## DEFINITION

Under general supervision, performs a variety detailed and complex accounting duties related to processing City's bi-weekly payroll, answering questions and/or solving sensitive payroll problems. Verifying and preparing retroactive pay adjustments, overtime adjustments, assisting with a broad range of record keeping functions, auditing and reporting.

## SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from the Department Head of Finance and/or the Finance Manager.

## EXAMPLES OF ESSENTIAL FUNCTIONS - *Essential functions may include, but are not limited to, the following:*

Performs routine tasks and assists with complex tasks necessary to run a full payroll cycle following established departmental processes and procedures. This includes but is not limited to reviewing timecards for accuracy, reviews payroll batches for accuracy, including verifying direct deposit information, pay rates, contributions and deductions.

Processes CalPERS reporting including any adjustment reports. Modifies records as needed, uploads information into myCalPERS, verifies that beginning and ending dates are accurate for new hires and terminated employees.

Adjusts records related to retroactive pay increases and special compensation as needed.

Ensures maintenance of electronic and paper Payroll records, manages archives and retrieves records per payroll cycle.

Assists in reconciling and preparing federal and state payroll quarterly reports, annual reports, W-2's, tax reports, tax re-statements, and re-filings.

Researches and responds to questions and/or requests from the City employees within the scope of authority. This can include but is not limited to answering payroll questions, issuing correct payroll forms, resolution of payroll problems and payroll transaction exceptions.

Assists with generating, auditing and monitoring leave banks for appropriate accruals and adjustments at regular intervals and at year end.

Balance and post payroll transactions to payroll ledgers and reconcile to the accounting system. Balance various other financial transactions with source documents and controls.

Ensures the processing, generation, signing, and timely distribution of all payroll-related payments following State and Federal regulations, including employee payroll, retiree payments and vendor payments.

Checks and tabulates statistical and financial data.

Processes incoming employee verification requests for current employees, processes employee reimbursements, handles confidential information regarding employee garnishments, terminations and negotiated settlements.

Utilizes standard reporting tools to run, maintain and support a variety of reports or queries. Assists in the development of standard reports for ongoing department needs.

Helps maintain data integrity in systems by running queries and analyzing data.

Identifies and assists with troubleshooting systems calculation errors assists Human Resources and IT staff in researching system errors. Reviews and assists with maintaining documentation of problem resolution.

Observes and complies with all City and mandated safety rules, regulations, and protocols.

Performs other duties as required.

## MINIMUM QUALIFICATIONS

**Knowledge of**:
Basic accounting principles and practices, and the requirements of payroll reporting in a municipal accounting system, for internal and external purposes.

Basic math, including the ability to add, subtract, multiply, divide and calculate percentages and averages.

Payroll laws, regulations, principles, and practices for a charter city in California.

Recordkeeping, information processing requirements, and rules and policies related to the production of employee payroll

Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned area of responsibility, including the City's various Memoranda of Understanding, related to contracts and documents, and federal and state payroll tax laws.

Computerized accounting and finance systems and computer software and systems related to finance and payroll processes.

Strong computer skills including word processing, spreadsheet manipulation, and database management. Ability and willingness to gain a working knowledge of special purpose software programs.

Principles and practices of auditing payroll documents.

CalPERS reporting requirements and guidelines as well as elements of reportable compensation.

The structure of the English language, including the meaning and spelling of words, rules of

composition and grammar.
Federal grant requirements related to financial record keeping and reporting.

Techniques to provide a high level of customer service to employees, vendors, contractors and the public.

**Ability to:**
Maintain confidentiality of sensitive information, materials and inquiries.

Understand and carry out oral and written instructions.

Works independently with minimal supervision to set priorities, meet critical deadlines, and follow-up on assignments.

Work quickly and accurately with strict attention to detail while processing a large volume of work in an atmosphere with frequent interruptions.

Establish and maintain a variety of filing, recordkeeping, and tracking systems, including but not limited to payroll and related accounting records and/or files.

Review, post, balance, reconcile, and maintain accurate and confidential payroll records.

Adapt and be flexible and tolerate the stress of deadlines and changes.

Develop a historical perspective of City's payroll system and of past practice precedent setting.

Make accurate arithmetic, financial, and statistical computations; operate a ten key by touch at a rate sufficient to perform the duties of the position.

Interpret, apply, explain and ensure compliance with federal, state and local laws, rules, regulations, policies, and procedures of accounting, payroll processing, employee recordkeeping, employee benefits, memoranda of understanding, pay and benefits resolutions, and employment contracts.

Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.

Make sound, independent decisions within established policy and procedural guidelines.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain and foster positive effective working relationships with those contacted in the course of work.

**Experience**:
Two or more years of experience processing payroll, preferably in municipal government.

**Education**:
High school diploma or GED equivalent are required. An AA degree in accounting or a closely related field is desirable.

**Additional Requirements:**
Possession of a valid California driver's license.

Ability to be bonded.

**TYPICAL WORKING CONDITIONS**
Work typically is performed in a normal office environment.

**TYPICAL PHYSICAL REQUIREMENTS**
Requires the ability to sit at desk for long periods of time and intermittently walk, stand, stoop, kneel, crouch and reach while performing office duties; lift and/or move objects weighing up to 25 pounds; use hands to finger, handle or feel objects, tools, or controls. Must be able to maintain effective audio-visual discrimination and perception needed for making observations, communicating with others, reading and writing, and operating office equipment. Must be able to use a telephone to communicate verbally and a keyboard to communicate through written means, to review information and enter/retrieve data, to see and read characters on a computer screen.

**This class specification lists the major duties and requirements of the job and is not all-inclusive. Incumbents may be expected to perform job-related duties other than those contained in this document.**

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **FREDERICK MAYO, DIRECTOR OF PUBLIC WORKS**

**RE:** **PUBLIC WORKS EGINEERING STAFFING REQUEST**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

Add Project Manager/Senior Civil Engineer allocation and delete Assistant Engineer allocation.

## DISCUSSION

The position of Project manager / Senior Civil Engineer was inadvertently deleted from the budget for the fiscal year 2024-25. Staff recommend deleting the currently budgeted vacant allocation of Assistant Engineer and replacing it with the position of Project Manager / Senior Civil Engineer. Senior Engineer positions have been difficult to fill, however, the market is currently changing, and staff are optimistic on the ability to fill this position. The position of Project Manager/Sr Civil Engineer will be specialized to focus on the City's numerous upcoming capital improvement projects.

## FISCAL IMPACT

The Assistant Civil Engineer position at top step has annual salary of $105,359.29; while the Project Manager/Senior Civil Engineer position at top step has an annual salary of $127,307.99. This results in a shortfall of $21,948.70 per year, which the department feels it can recoup in various salary savings.

## RECOMMENDATION

Add one Project Manager / Senior Civil Engineer allocation and Delete one vacant Assistant Engineer allocation.

## ATTACHMENTS

None.

**CITY OF OROVILLE**
**RESOLUTION NO 9294**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING BUDGET ADJUSTMENT FOR THE CODE ENFORCEMENT DEPARTMENT FISCAL YEAR 2024-2025.**

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

a. The Council hereby ratifies all documents relating to budget adjustment for Code Enforcement Department fiscal year 2024-2025 in the amount of $34,486.95.

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

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on August 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster Acting City Clerk

## Code Enforcement Technician III

### Description

Under general supervision, performs a variety of technical duties in support of the City's code enforcement programs; monitors and enforces a variety of codes and ordinances in support of City departments including those related to zoning codes, building codes, housing, public nuisances, State Health & Safety Codes, and other issues relating to health, safety, and welfare of the community; prepares abatement cases for and testifies in public hearings and court proceedings on behalf of the City; and serves as a resource and provides information on City regulations to property owners, residents, businesses, the general public, and other City departments and divisions.

**DISTINGUISHING CHARACTERISTICS**

**CODE ENFORCEMENT TECHNICIAN I:** This is the entry level class in the Code Enforcement series. Positions in this class typically have limited directly related work experience. The Code Enforcement Technician I class is distinguished from the Code Enforcement Technician II level by the performance of less than the full range of duties assigned to the Code Enforcement Technician II level. Incumbents work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned. The areas of focus include zoning, nuisance, property maintenance, vehicle abatement or other neighborhood related improvement issues. Receives immediate supervision from a Code Enforcement Lead and or Code Enforcement Director. Incumbents are not automatically promoted to the higher level; the needs of the department determine the level of assignment.

**CODE ENFORCEMENT TECHNICIAN II:** This is the journey level class in the Code Enforcement Technician series and is distinguished from the I level by the assignment of the full range of duties. Employees at this level receive only occasional instruction or assistance as new, unusual, or unique situations arise and are fully aware of the operating procedures and policies within the work unit. Receives general supervision from Director of Code Enforcement. Positions in this class are flexibly staffed and are normally filled by advancement from the Code Enforcement Technician I level if the incumbent meets the qualification standards of the Code Enforcement Technician II level, demonstrates an ability to perform the full scope of the work, and meets performance standards. Incumbents are not automatically promoted to the higher level; the needs of the department determine the level of assignment. If filled externally, requires directly related experience.

**CODE ENFORCEMENT TECHNICIAN III:** This is the advanced level class in the Code Enforcement Technician series and is distinguished from the II level by the assignment of the full range of duties. Employees at this level receive only occasional instruction or assistance as new, unusual, or unique situations arise and are fully aware of the operating procedures and policies within the work unit. Receives general supervision from Director of Code Enforcement. Positions in this class are flexibly staffed and are normally filled by advancement from the Code Enforcement Technician I level if the incumbent meets the qualification standards of the Code Enforcement Technician II level, demonstrates an ability to perform the full scope of the work, and meets performance standards. Incumbents are not automatically promoted to the higher level; the needs of the department determine the level of assignment. If filled externally, requires directly related experience.

## Representative Duties

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. The following duties are typical for this classification. Incumbents may not perform all the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.
    1. Performs a variety of field and office work in support of the City's code enforcement program; enforces municipal codes and other applicable codes related to nuisance, zoning, building, pest infestation, noise, blight, graffiti, signage, junk, and debris, abandoned or inoperable vehicles on private property, housing, and related abatement activities.
    2. Investigates for violations on private properties and in public areas; issues and posts warning notices, notices of violation, corrective notices, orders to comply, and related documentation for code violations; schedules and performs all follow-up functions to gain compliance including letters, inspections, calls, meetings, discussions, and negotiations to ensure compliance with appropriate codes and ordinances; notes actions taken, and results achieved in case files and on computer database.
    3. Receives and responds to citizen complaints and reports from other agencies and departments on alleged violations of City zoning and related municipal codes; conducts on-site investigations to identify nuisances, potentially hazardous conditions, and code violations; prepares photographic evidence of violations; interviews complainant and witnesses; reads, interprets, explains, and applies applicable codes; provides recommendations for resolution; composes written responses as required.

4. Research property ownership, zoning, and parcel history; research ordinances and history of ordinances affecting property uses; determines compliance of specific land with use permits, variances, and development plans where improvements have been directed to meet zoning requirements.
5. Coordinates joint abatement and investigation activities with other City departments and agencies; informs departments of pending and ongoing investigations and activities; provides follow-up reports, records, and data to assist other departments involved in the zoning and abatement process.
6. Prepares and maintains a variety of records, reports, logs, memoranda, and files related to field and office investigations and activities.
7. Compiles case files for public hearings and court proceedings; testifies at hearings on behalf of the City as necessary.
8. Responds to public inquiries in a courteous manner; provides information within the area of assignment; resolves complaints in an efficient and timely manner.
9. Works closely with homeowners, landlords, tenants, businesses, and community groups to grow strong neighborhoods through public relations, education and code enforcement activities.
10. Operates computer to process and acquire data relative to inspection sites and effective code enforcement.
11. Attends training seminars to obtain relevant certificates related to code enforcement and stay updated with current procedures and information.
12. Performs related duties as required.

**Qualifications**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

**Knowledge of:**

- Operations, services, and activities of a municipal code compliance program.
- Concepts and principles of constitutional limitations related to search and seizure.
- Principles, practices, and methods used in the enforcement of a variety of codes.
- Pertinent state and local codes, ordinances, laws, and regulations pertaining to building, substandard housing, zoning, nuisance abatement, vehicle codes, health and safety, and related areas.
- Procedures involved in the enforcement of codes and regulations including methods and techniques of conducting and documenting field investigations.
- City services and organizational structure as they relate to code compliance.
- Legal actions applicable to code enforcement compliance.
- Effective public relations practices.

- Discovering property ownership and zoning background, research methods and techniques related to all applicable codes.
- Basic mathematical principles.
- Principles and procedures of record keeping.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Occupational hazards and standard safety practices.
- 
- English usage, spelling, grammar, and punctuation.

**Ability to:**

- Independently perform a full range of municipal code enforcement and compliance duties.
- Research, interpret, explain, and apply applicable codes, ordinances, and regulations related to zoning, nuisance abatement, and health and safety issues.
- Investigate and identify violations of applicable codes and ordinances.
- Enforce pertinent codes, ordinances, laws and regulations with impartiality and efficiency.
- Design public information and education programs related to code compliance activities.
- Make oral presentations and testify in court.
- Analyze situations and develop sound solutions, while maintaining safety at all times.
- Plan and organize work to meet changing priorities and deadlines.
- Obtain information through a variety of interview techniques.
- Work fairly and courteously with all customers.
- Coordinate activities with other City departments, associated enforcement jurisdictions, and other parties of interest.
- Read maps and learn the City's geography.
- Develop and accurately maintain a variety of work records and documents including complete case files, logs, reports, and memoranda.
- Make presentations to community groups concerning codes, ordinances, and City compliance programs.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Respond to inquiries, complaints, and requests for service in a fair, tactful, and firm manner.
- Investigate complaints and mediate resolutions in a timely and tactful manner.
- Prepare clear and concise technical reports.
- Work independently in the absence of supervision.
- Communicate clearly and concisely, both orally and in writing.

- Establish and maintain effective working relationships with those contacted in the course of work.

*Education and Experience Guidelines - Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:*

**Education:**
Equivalent to the completion of the twelfth grade supplemented by specialized training and/or college level coursework in criminal justice, planning, public administration, law enforcement, construction inspection, or a related field.

***Completion of California Association of Code Enforcement Officers Module 3 course and examination.***

**Experience:**
Two years of experience involving a high level of public contact and enforcing administrative rules and regulations involving field investigations pertaining to code compliance.

**License or Certificate:**

- Possession of an appropriate, valid California Class C driver's license and satisfactory driving record as determined by the City required at the time of appointment.
- Successful completion of Basic and Intermediate Code Enforcement Technician certification from an accredited college, university or professional training organization is required as a condition of continued employment within one year after the date of appointment/employment.
- Successful completion of p.o.s.t. 832 p.c. (or equivalent or higher) course within six months after date of appointment/employment.

**Physical Demands and Work Environment**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

**Environment:** Work is performed in both indoor and outdoor environments; work alone; travel from site to site; incumbents may be exposed to noise, dust, inclement weather conditions, potentially hostile environments, and aggressive and/or ill animals.

**Physical:**Primary functions require sufficient physical ability and mobility to work in an office setting and in a field environment; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to walk on uneven terrain, loose soil, and sloped surfaces; to lift, carry, push, and/or pull light to

moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations; to operate equipment and vehicle; and to verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **RONNIE BELSER**

**RE:** **BUDGET ADJUSTMENT FOR SALARY AND WAGES FOR CODE ENFORCEMENT DEPARTMENT**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council will consider a budget adjustment of $34,486.95 in the salary and wages budget for the Code Enforcement Department for fiscal year 2024-25 to account for the advancement of Code Enforcement Technicians who have attained certifications to promote to Technician III.

## DISCUSSION

In January of 2021, I was tasked with developing a stand-alone Code Enforcement Department for the City of Oroville. As part of the development of the program there were established positions and job descriptions that would allow growth and longevity within the Code Enforcement Department. Part of the job descriptions were the Code Enforcement Technicians. These are the boots on the ground employees that address code enforcement complaints, quality of life issues and other duties as assigned. The existing positions are Code Enforcement Technician 1, Code Enforcement Technician II and Code Enforcement Technician III. To be promoted to each Code Enforcement tier within this program, the technician must be able to perform all the tasks listed in the job description and complete a module course through the California Code Enforcement Officers Association academy module and examination. This consists of three separate modules. All modules are 40 hours long and contain a State examination.

On June 21, 2024 Code Enforcement Technicians completed the California Association of Code Enforcement Officers Module 3 training and State examination. Upon completion of the training and examination Code Enforcement Technicians will be promoted to Code Enforcement Technician III. These promotions were inadvertently left out of the 2024-25 budget.

## FISCAL IMPACT:

Reduction in contingency of $34,486.95.

## RECOMMENDATION

Approve budget adjustment (requires 5/7 vote).

## ATTACHMENTS

Certificate of Completion Module 3
Resolution - 9294
Job Description for Code Enforcement Tech III

# Certificate of Completion

This is to certify that

## Pa Cha Vang

*has passed the exam for:*

**Module Three Exam Online on** 6/21/2024

**One (1) Module Credit awarded towards CCEO eligibility**

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

# Certificate of Completion

This is to certify that

## Pa Nhia Vang

*has passed the exam for:*

**Module Three Exam Online on** 6/21/2024

**One (1) Module Credit awarded towards CCEO eligibility**

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

# Certificate of Completion

This is to certify that

## Julio Salcedo

*has passed the exam for:*

**Module Three Exam Online on** 6/21/2024

**One (1) Module Credit awarded towards CCEO eligibility**

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

# Certificate of Completion

This is to certify that

## Willow Emberland

*has passed the exam for:*

**Module Three Exam Online on** 6/21/2024

**One (1) Module Credit awarded towards CCEO eligibility**

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

# Certificate of Completion

This is to certify that

## Christopher Billington

*has passed the exam for:*

**Module Three Exam Online on** 6/21/2024

**One (1) Module Credit awarded towards CCEO eligibility**

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

# Certificate of Completion

This is to certify that

## Matthew Cervantes

*has passed the exam for:*

**Module Three Exam Online on** 6/21/2024

**One (1) Module Credit awarded towards CCEO eligibility**

Karl Baur

Karl Baur, CMP, CAE, Executive Director

Jamie Zeller

Jamie Zeller, CCEO, President

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN & COUNCIL MEMBERS**

**FROM:** **FRED MAYO, DIRECTOR OF PUBLIC WORKS**

**RE:** **NELSON AVE GRIND & PAVE – BUDGET ADJUSTMENT**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The City Council will review and consider approving a supplemental budget adjustment in the amount of $50,000 for an additional 3,000 square feet of grind and pave near the Nelson Ave. and Highway 70 off-ramp intersection.

## DISCUSSION

The extents of the project as bid did not encompass the entirety of the trench work performed by Thermalito Water and Sewer District (TWSD). An additional $50,000 is needed to grind and pave a 3,000 square foot area adjacent and west of the original project footprint. Staff are working with TWSD on an appropriate cost share of the project.

## FISCAL IMPACT

Appropriations are budgeted in the Senate Bill 1 Road Maintenance and Rehabilitation account.

## ACTION REQUESTED

Approve supplemental budget adjustment of $50,000.00 (increase from previously approved $283,526.56 to $333,526.56) and authorize payment to Knife River for additional grind and pave.

## ATTACHMENTS

Image of increased project footprint and photo of existing condition.

Nelson Ave. project footprint as-bid is shown in gray. Additional 3,000-square-foot area of grind and pave is shown in the hatched area. The blue-filled area in the lower image shows the extents of the trench work done by Thermalito Water and Sewer District not within the original project footprint.



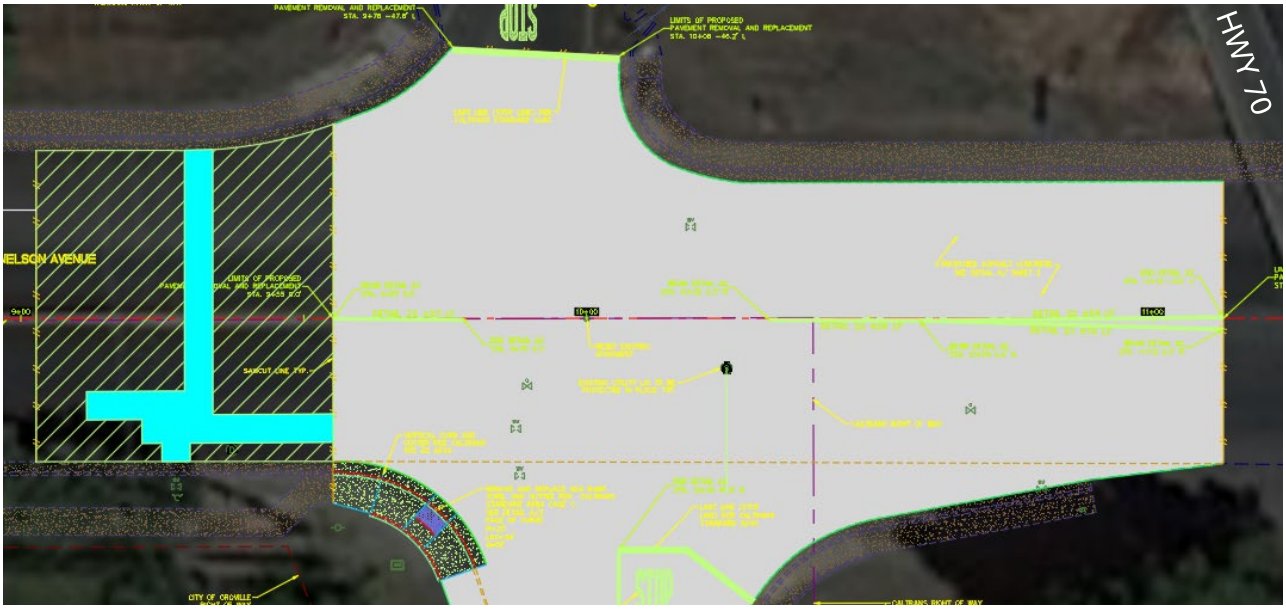



**Photo during construction looking south/south-east. Red outline shows trench location. Green line shows project extent.**



**Photo taken looking north-west.**



**Washington Avenue Complete Streets Project**

**Active Transportation Infrastructure Investment Program**

**Scope of Services:**

Task 1: Review and analyze previously completed Active Transportation Plan prepared for the City

Task 2: Re-organize and respond to specific criteria in federal Active Transportation Infrastructure Investment Program (ATIIP).

Task 3: Project Corridor Site Visit. Review site with grant criteria context.

Task 4: Prepare and submit ATIIP grant in the Grants.Gov system

Task 5: Identify steps for the City of Oroville to strengthen future funding opportunities for corridor including draft correspondence for congressional support. Provide electronic files to facilitate future use by the City. Provide examples to City of other strong grant applications for staff use.

ORIGINAL GRANTS
AGREEMENT FOR PROFESSIONAL SERVICES
Agreement 3514

This Agreement is made on this 6th day of August, 2024, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Original Grants, 7 Towser Road, Chico CA 95928 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. SERVICES.
The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on December 31, 2024 unless extended in writing in advance by both parties.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $5,000 for services provided pursuant to this Agreement. Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the DISTRICT for services performed to the DISTRICT's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the DISTRICT.

5. CONTRACT ADMINISTRATION.
5.1. The CITY's Representative. Unless otherwise designated in writing, Fred Mayo, Public Works Director, shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, Fred Mayo, Public Works Director shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in Charge shall not be replaced without the written consent of the CITY.

5.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without

limitation reasonable attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

• CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

• Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

• The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

• The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.
8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial

general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars ($1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and

coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8.3. Self Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

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

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR 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 legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest

or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.
The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. RECORDS AND AUDITS.
The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS.
It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR’s notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR’s employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

16. NOTICE.
All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:
City of Oroville,
1735 Montgomery Street,
Oroville, California, 95965
Attention: City Administrator

CONTRACTOR:
Original Grants
7 Towser Road
Chico, CA 95928
Attention: Osvaldo Ivan Garcia

17. GOVERNING LAW.
This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

18. ENTIRE AGREEMENT; MODIFICATION.
This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. 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. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. 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.

21. AUTHORITY TO ENTER AGREEMENT.
The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the 6th day of August, 2024.

CONTRACTOR:

_____
Osvaldo Ivan Garcia

CITY OF OROVILLE:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **BRIAN RING, CITY ADMINISTRATOR**

**RE:** **AGREEMENT WITH ORIGINAL GRANTS FOR WASHINGTON AVENUE COMPLETE STREETS GRANT APPLICATION TO THE FEDERAL ACTIVE TRANSPORTATION INFRASTRUCTURE INVESTMENT PROGRAM**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council will consider an agreement with the Original Grants for the submission of the Washington Avenue Complete Streets project to the Federal Active Transportation Infrastructure Investment Program Grant.

## DISCUSSION

The Washington Avenue Complete Streets Project is a transformational project designed to improve the primary north/south corridor within the City with meaningful bicycle and pedestrian improvements to improve north/south access, along with improving access to neighboring schools within the neighborhood. Washington Avenue is one component of this project, that eventually includes similar improvements to Table Mountain Boulevard.

The City previously applied for grant funding through the State Active Transportation Program (ATP) and desired to capitalize on the work done for the ATP grant to also apply for the Federal Active Transportation Infrastructure Investment Program (ATIIP) grant. Advocating for funding via various channels will better position the City to ultimately obtain funding for this transformational project. Original Grants was available to submit this application on behalf of the City in very restricted timeframes.

## FISCAL IMPACT

$5,000.

## RECOMMENDATION

Approve agreement and authorize the Mayor to sign.

## ATTACHMENTS

Service Agreement A-3514

*City of Oroville*

**Permanent Local Housing Allocation**

# OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM GUIDELINES

Approved by PLHA 03/21/24

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*City of Oroville*

## PERMANENT LOCAL HOUSING ALLOCATION

HOUSING REHABILITATION PROGRAM GUIDELINES

The *City of Oroville* Housing Rehabilitation Program, (here after called “Lender”), funded by State Permanent Local Housing Allocation (PLHA) Program, is designed to address unmet housing needs within Oroville and to extend the useful life of existing housing units. Loans are available to achieve cost-effective repairs for low and moderate-income owner-occupied homes.

## FAIR HOUSING

This program will be implemented in ways consistent with the Lender’s commitment to Fair Housing. No person shall be excluded from participation in, denied the benefit of, or be subjected to discrimination under any program or activity funded in whole or in part with Permanent Local Housing Allocation(PLHA) funds on the basis of their religion or religious affiliation, age, race, color, ancestry, national origin, sex, marital status, familial status (children), physical or mental disability, sexual orientation, or other arbitrary cause.

## TEMPORARY RELOCATION

The program excludes owner-investor properties by this reference and therefore Relocation benefits to tenants is excluded from the program. Owner occupants are not eligible for temporary relocation benefits, unless health and safety threats are determined to exist by the project coordinator/construction supervisor.

## CONFLICT OF INTEREST

No member of the governing body of the locality and no other official, employee, or agent of the City of Oroville government who exercises policy, decision-making functions, or responsibilities in connection with the planning and implementation of the program shall directly or indirectly be eligible for this program, unless the application for

assistance has been reviewed and approved according to applicable California Department of Housing and Community Development (HCD) guidelines. This ineligibility shall continue for one year after an individual's relationship with the *City of Oroville* ends.

A contractor with a vested interest in the property cannot bid on a rehabilitation job. Owner/builder construction projects will not be allowed under this program. All work must be completed by a licensed contractor.

## APPLICANT ELIGIBILITY

- Owner-Occupied Applicant
- Must be existing homeowner and occupy the residence. Proof of occupancy will be required.

## INCOME ELIGIBILITY

Income eligibility is based on the occupant's gross annual income must be less than 120 percent of the area's median income. These limits can be located on the HCD website and are updated annually

Owner Occupant

To be eligible, household income must be equal to, or less than, the applicable HCD income guidelines. Owner will be required to provide income documentation as detailed in the "Annual Household Income Definition/Income Limits" attached at the end of these Guidelines.

## PROPERTY ELIGIBILITY

Location

Units to be rehabilitated must be located within current *city limits of Oroville. Preference will be given to those homes located within South Oroville.*

Property Taxes

Property Taxes must be paid and current in order to be eligible for a rehabilitation loan. No funds may be used to pay property taxes. If the taxes are not current, the applicant must show the payments have been made and present evidence to be eligible.

Evidence of Ownership

"Ownership" means any of the following interests in residential real property:

- Fee simple interest
- 99-year leasehold interest in the property
- Ownership or membership in a condominium, cooperative or mutual housing project.

Property Types

To be eligible, the housing must be the primary residence of income-eligible occupants.

Eligible property types of residence can include:

- Single-family housing, condominiums, manufactured or mobile homes.
- Multiple housing units where at least one unit is occupied by income-eligible homeowner and all participating units are occupied by income eligible tenants.
- Structures may be either attached or detached.

*If PLHA funds are used to assist units in a two-to-four-unit property, where some of the units are occupied by ineligible tenants, then PLHA funds can only be used on the income eligible occupied units.

## REHABILITATION STANDARDS

All repair work performed must meet Uniform Building Code standards. Additionally, all repair work will comply with any special design or construction standards established by the City of Oroville to preserve historic buildings. Rehabilitation work should incorporate

energy efficient/green building materials for items where energy efficient materials are available.

In the case of multi-family units in which the owner occupant is income eligible, but a tenant is not, the rehabilitation shall be limited to those that benefit the overall structure (roof, exterior changes) and the interior changes for the income eligible household only.

## PROPERTY IMPROVEMENTS

The goal of the PLHA rehabilitation program is to maintain the existing housing stock. All improvements must be physically attached to the property and permanent in nature. Luxury items are not permitted. If building materials that are normally considered “luxury items” are necessary due to a medical condition of a household member or for reasons of accessibility, the Lender may approve the use of such materials.

Examples of eligible improvements include exterior painting, energy efficient windows, new roof and roof repair (when a five-year certification can be provided), electrical repair or rewiring, plumbing repair, heating system installation and repair, window and door replacement and repair, repair of structurally significant damaged wood, and floor coverings where it poses a hazard and water/sewer laterals.

Examples of non-eligible improvements include swimming pools, patios and patio covers, room additions that are for leisure, landscaping upgrades, hot-tubs, custom cabinets and high-end appliances.

Examples of general property improvements include improvements that bring the property into compliance with local zoning requirements, fence repairs, or items to improve the appearance of the property but are not health and safety items.

## LEAD-BASED PAINT

Program participants rehabilitating homes constructed prior to January 1, 1978 must be provided with the proper disclosure notification concerning lead-based paint (LBP)

hazards. Whenever pre-1978 houses are rehabilitated under PLHA, please refer to Title 24 Code of Federal Regulations (24 CFR) §570.608 , Lead-based paint for guidance. The costs associated with meeting these requirements may be eligible to be paid for with PLHA funds, if available.

## MANUFACTURED HOUSING UNIT/MOBILE HOME REHABILITATION

PLHA funds may be used for the rehabilitation of an owner-occupied mobile home if they are considered part of the community's permanent housing stock.

## RECONSTRUCTION

PLHA funds may be used to demolish and reconstruct an income eligible-owned and occupied residential structures. Reconstruction is defined as the demolition and construction of a structure. The City of Oroville must document that the reconstruction costs are less than newly constructed housing and that the estimated cost of the reconstructed housing (including demolition, site preparation and temporary relocation) is less than the fair market value of the reconstructed housing and land combined. All units will be replaced on a like-for-like basis. Expansions will only be allowed if overcrowding exists.

## RESIDENCY REQUIREMENTS

Owner Occupant

Owner occupants will be required to submit to the Lender between *January 1 and 31st* of each year for the term of the loan:

1. *Proof of occupancy in the form of a copy of a current utility bill.*
2. Statement of unit's continued use as a residence.
3. Declaration that other title holders do not reside on the premises, if applicable.
4. Insurance and taxes are paid current.

In the event that an owner occupant sells, transfers title, or discontinues residence in the rehabilitated property, the loan is due and payable, unless one of the following applies:

1. If the owner occupant sells or otherwise transfers title of the property to a qualified income household, the Lender may consider refinancing the loan balance and subordinating the loan and continuing all or part of the lien as a Deferred Payment Loan.
2. If the owner occupant dies, and if the heir to the property lives in the house and is income eligible, the heir may be permitted, upon approval of the Lender to refinance the loan at the rate and terms the heir qualifies for under current participation guidelines.
3. If the owner occupant dies and the heir is not income eligible, the loan is due and payable.
4. If an owner occupant wants to convert full use of the rehabilitated property to any commercial or nonresidential use, the loan is due and payable. Refer to “Loan Servicing Policies and Procedures” attached at the end of these Guidelines.

## FINANCING

Maximum Loan Amount

The maximum loan amount is $75,000. The Loan Advisory Committee (LAC) has the authority to approve projects that exceed the maximum loan amount if health and safety items are required to be replaced to ensure the dwelling is safe for habitation and the cost to bring the home up to Health and Safety Standards is greater than the maximum loan amount.

The loan amount will include all costs associated with the project which may include:

- construction contract (the accepted bid price for the cost of materials and labor);

- construction contingency;
- drafting and engineering fees, if any;
- appraisal and termite inspection charges;
- credit report review fees;
- permit fees and related building fees,
- site preparation for replacement housing;
- pre-project inspections,
- lead remediation/work,
- escrow, closing and recording fees; title report and title insurance, title updates

***PLHA funds may not be used to pay for property taxes.***

Maximum Loan-to-Value Ratio

The maximum encumbrance is limited to 100 percent of the property's after-rehabilitation value (determined by after rehab appraisal) or less as determined by the Lender's policy.

Loan Security

1. A Deed of Trust and Promissory Note will secure loans. Also, a Loan Agreement and Regulatory Agreement will be required. A mobile home on a permanent foundation will require a Statement of Lien, promissory note, loan agreement and regulatory agreement.

2. All owners listed on the benefiting property title are required to sign the Deed of Trust, Promissory Note, rehabilitation contract documents, and other related loan documents, whether or not they reside on the property.

3. All Lender loans, which are not in first position on title, will require a Request for Notice of Default to be recorded as part of the transaction.

Financing Terms

*Owner-Occupied Property*

Financing terms are made flexible to allow for maximum affordability. Loans will be set at 3%, simple annual interest. Payments will be deferred for a period of 30 years from the date of a fully executed loan agreement. Interest will be forgiven at the rate of one, half percent per year. After the sixth year from the date of loan document execution, all interest will be forgiven.

Loans are due and payable in full on the anniversary of thirty years from the date the loan documents were fully executed, or upon any change in residency requirements as described in the above section.

## LOAN REQUIREMENTS

Loan Documentation

The Lender shall determine the loan amount based on the consideration of:

1. The selected bid contractual amount
2. 10 percent contingency
3. Plan or drawing preparation, if any
4. Pre-project inspections (termite report, LBP inspection, before and after appraisals)
5. Escrow and title policy costs

The Lender shall provide the owner with the loan disclosure information.

Once the owner has approved the disclosure, the Lender shall process the loan for approval. The approval process shall require approval by the *Loan Advisory Committee*.

The owner shall be notified of approval and/or denial.

Loan Approval

A loan package will be prepared by the Lender that: confirms the Applicant and property eligibility; documents the equity in and the encumbrances on the property; lists the estimated loan and construction costs; and includes any other information particular to the loan. By preparing a loan package using all the income and property eligibility, the determination of the amount and rates and terms of the PLHA loan will be outlined for the *Loan Advisory Committee* to review.

In order to obtain PLHA financing, Applicants must meet all property and eligibility guidelines in effect at the time of loan approval. Applicants will be provided written notification of approval or denial. Reason for denial will be provided to the Applicant in writing.

Loan Settlement

1. The Applicant shall sign the following: Deed of Trust, Promissory Note, Regulatory Agreement, Loan Estimate and Closing Disclosure Statement, Rescission Notice, Loan Agreement, Request for Notice of Default and Sale (if applicable)
2. The *City Administrator*, acting on the behalf of the Lender, shall sign the loan documents as required.
3. If after the 3-day rescission period the Applicant does not rescind the loan,
    A. the Deed of Trust and Request for Notices shall be recorded at the *Butte County* Recorder's Office. The Applicant shall sign the Construction agreement and Notice to Proceed.
    B. Title insurance shall be requested and received.
4. The original loan documents shall be filed with the *City of Oroville.* The following documents shall be included: Promissory Note, Deed of Trust, Loan Agreement, and Regulatory Agreement.
5. The construction documents shall be filed with the City of Oroville

7. The Lender shall deposit loan funds into *an escrow account with a reputable title company, unless the loan amount is too small to warrant incursion of escrow fees.*

Loan Servicing

Refer to “Loan Servicing Policies and Procedures” attached at the end of these Guidelines.

## DEFAULT AND FORECLOSURE

If a Borrower defaults on a loan, and foreclosure procedures are instituted, they shall be carried out according to the PLHA Foreclosure Policy as described in the “Loan Servicing Policies and Procedures” attached at the end of these Guidelines.

## INSURANCE

Standard Property Insurance

Borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a second mortgage. If Borrower fails to maintain the necessary insurance, the Lender is notified in writing by the insurance company. If this occurs the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower’s new insurance.

Fire Insurance

The Borrower shall maintain fire insurance on the property for the duration of the loan(s). This insurance must be an amount adequate to cover all encumbrances on the property. The insurer must identify the Lender as Loss Payee for the amount of the loan(s). A binder shall be provided to the Lender. In the event the Borrower fails to make the fire insurance premium payments in a timely fashion, the Lender at its option may make such payments for a period not to exceed 60 days. The Lender may, in its discretion and upon the showing of special circumstances, make such premium

payments for a longer period of time. Should the Lender make any payments, it may, in its sole discretion, add such payments to the principal amount that the Borrower is obligated to repay the Lender under this program.

Flood Insurance

Properties located in a flood zone will not be eligible for funding under this program

## OUTREACH/APPLICANT LIST

Outreach

When loan funds are available, the Lender shall advertise and promote the Housing Rehabilitation Program so that all those in need of rehabilitation assistance are aware of the Lender's program. Efforts will be made to contact special needs households such as: elderly, single parent households, women, disabled, and minorities.

Applicant List

- Applications shall be received and processed as quickly as possible.
- Applicants shall be placed on the Applicant list at the time they apply for the program.
- Applicants shall provide information needed for the income and property verification process and what improvements are needed in a timely manner. If information is not forthcoming in a reasonable time period, the Applicant shall be informed that their position on the Applicant list may be affected.
- Unless there are emergency conditions that warrant more immediate action, projects will be funded based on the order of which the applications are received and deemed eligible.

## CONTRACTING PROCEDURES

- All housing rehabilitation work must be carried out using the adopted Housing Rehabilitation Program Guidelines.
- The Lender will prepare the bid package and assist the Borrower in negotiating the contract.

- The Borrower will select the contractor.
- All general and sub-contractors must be checked and cleared with HUD'S federal debarred list of contractors *and have a DUNS number*.
- All general and sub-contractors must be actively licensed and bonded with the State of California.
- All general and sub-contractors must have public liability insurance to the Lender's required limits, and if applicable, maintain Workers' Compensation and Employer Liability insurance to the extent required by State Law.
- All general and sub-contractors must comply with PLHA federal and state regulations.
- A Notice of Completion must be recorded with the County Recorder.

## DISPUTE RESOLUTION/APPEALS PROCEDURE

Any person/household applying for a rehabilitation loan through the PLHA program has the right to appeal if their application is denied. In addition, during pre-construction, construction or post-construction periods, the Borrower has a similar right to have any disputes heard and resolved.

Rehabilitation program representatives are primarily responsible to assure that the program is implemented in compliance with state and federal regulations in a timely and responsible manner. This includes developing accurate and professional files, work write-ups and contract documents. Program representatives attend the meeting between the homeowner and the contractor when the contract documents are signed and facilitate in the clarification and/or corrections of proposed work, so a clear understanding is established between both parties.

During and after completion of construction, the contractor's work is monitored for code compliance by the Lender Building Inspector and for quality by the Housing Rehabilitation Inspector.

The contractual obligation for rehabilitation is ultimately between the contractor and the homeowner. If a situation occurs where the two parties are in conflict, the following procedure will occur:

Before any intervention occurs, the homeowner or contractor shall communicate perceived problems or complaints directly to the other party. In an attempt to resolve the differences, each will give the other an opportunity to respond or correct the problem.

If the first attempt fails, the homeowner or contractor may ask the *Program Representative or designee* to informally intervene. This intervention might include telephone call(s) to the contractor or homeowner, meeting(s) at the job site or in the office, or other actions as seem appropriate, including such things as the establishment of written working guidelines, or other post-contractual agreement.

If the *Program Representative or designee* is unable to satisfactorily resolve the homeowner-contractor differences, the homeowner, contractor, or program representative, will contact HCD detailing the problem. In cases of building code compliance or questions of construction quality, the building inspector might also be contacted.

It must be recognized that the homeowner has other options which they may choose to utilize, including contacting the Contractors State Licensing Board and submitting a complaint.

Any controversy between the parties that cannot be settled through the informal intervention process outlined above shall be submitted to binding arbitration. Costs for the arbitration will be borne by the loser, or subject to the terms of the arbitration agreement.

The parties shall attempt to agree on a single arbitrator to hear the dispute. If they cannot agree each party shall appoint an arbitrator. If the two arbitrators cannot agree then they shall appoint a third arbitrator whose decision shall be final and binding. The cost of the arbitration shall be borne by the losing party unless the arbitrator otherwise determines.

The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then in force. The parties expressly agree that the arbitration shall be subject to and governed by, the Federal Arbitration Act, Title IX, USC 1 et seq.

## AMENDMENTS

Amendments to these Guidelines may be made by the Lender and submitted to HCD for approval.

## EXCEPTIONS/PROCEDURES FOR EXCEPTIONAL CIRCUMSTANCES

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

In the event of extraordinary or special circumstances, the Loan Committee may grant an exception to the guidelines as long as the exception does not violate the regulations of the funding sources.

The Program staff may initiate consideration of an exception and prepare a report. This report shall contain a narrative, including staff's recommended course of action and any written or verbal information supplied by the Applicant. The request shall be presented to the Loan Committee for decision and consideration.

## CURRENT HUD/INCOME LIMITS

For consistency in calculating household incomes, the Lender will use the most current income limits available when determining household income. The PLHA income limits are updated annually.

**ATTACHMENT A**

HOUSING REHABILITATION PROGRAM SINGLE FAMILY TEMPORARY RELOCATION PLAN

The Housing and Community Development Act of 1974, as amended, and the National Affordable Housing Act of 1990, require all grantees of Permanent Local Housing Allocation(PLHA) funds or Home Investment Partnership (HOME) funds to follow a written Residential Anti-displacement and Relocation Assistance Plan (Plan) for any activities which could lead to displacement of occupants whose property is receiving funds from these or other federal funding source. Having been developed in response to both aforesaid federal legislations, this Plan is intended to inform the public of the compliance of the *City of Oroville* with the requirements of federal regulations 24 CFR 570.606 under state recipient requirements and Section 104(d) of the Housing and Community Development Act of 1974 and 24 CFR 92 of the HOME federal regulations. The Plan will outline reasonable steps, which the *City of Oroville* will take to minimize displacement and ensure compliance with all applicable federal and state relocation requirements. The *City of Oroville* governing body has adopted this plan via a formal resolution.

This Plan will affect rehabilitation activities funded by the U.S. Department of Housing and Urban Development (HUD) under the following program titles: HOME, PLHA, Urban Development Action Grant (UDAG), Special Purpose Grants, Section 108 Loan Guarantee Program, and such other grants as HUD may designate as applicable, which take place within the *Oroville City*- limits.

The *City of Oroville* will provide permanent relocation benefits to all eligible “displaced” households either owner occupied or rental occupied units which are permanently displaced by the housing rehabilitation program. In addition, the *City of Oroville* will replace all eligible occupied and vacant occupiable low-income group dwelling units demolished or converted to a use other than low income group housing as a direct

result of rehabilitation activities. This applies to all units assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in the Federal Regulations 24 CFR 570.496(a), Relocation, Displacement and Acquisition: Final Rule dated July 18, 1990 (Section 104(d)) and 49 CFR Part 24, Uniform Relocation Assistance (URA) and Real Property Acquisition Regulations Final Rule and Notice (URA) dated March 2, 1989.

All *City of Oroville* programs/projects will be implemented in ways consistent with the *City of Oroville's* commitment to Fair Housing. Participants will not be discriminated against on the basis of race, color, religion, age, ancestry, national origin, sex, familial status, or handicap. The *City of Oroville}* will provide equal relocation assistance available 1) to each eligible income household displaced by the demolition or rehabilitation of housing or by the conversion of a eligible income household dwelling to another use as a direct result of assisted activities; and 2) to each eligible income person temporarily relocated as a direct result of activities funded by HUD programs.

## Minimizing Permanent Displacement and Temporary Relocation Resulting from Housing Rehabilitation or Reconstruction Activities

Consistent with the goals and objectives of activities assisted under the Act, the *City of Oroville* will take the following steps to minimize the displacement of persons from their homes during housing rehabilitation or reconstruction funded by HUD programs:

- Provide proper notices with counseling and referral services to all tenants so that they understand their relocation rights and receive the proper benefits. When necessary assist permanently displaced persons to find alternate housing in the neighborhood.
- Stage rehabilitation of assisted households to allow owner occupants and/or tenants to remain during minor rehabilitation.

- Encourage owner investors to temporarily relocate tenants to other available safe and sanitary vacant units on the project site area during the course of rehabilitation or pay expenses on behalf of replaced tenants.
- Work with area landlords, real estate brokers, and/or hotel/motel managements to locate vacancies for households facing temporary relocation.
- When necessary, use public funds, such as PLHA funds, to pay moving costs and provide relocation/displacement payments to households permanently displaced by assisted activities.

**Lead Based Paint Mitigation Which Causes Temporary Relocation**

On September 15, 2000, the Final Rule for Lead Based Paint Hazard Control went into effect. Among other things, it requires that federally funded rehabilitation must use safe work practices so that occupants and workers can be protected from lead hazards. At no time should the tenant-occupant(s) be present in work areas or designated adjacent areas while LHC activities are taking place in any dwelling unit interior, common area, or exterior. As such, occupants may not be allowed to remain in their units during the time that lead-based paint hazards are being created or treated. Once work that causes lead hazards has been completed, and the unit passes clearance, the occupants can return. The tenant-occupants may not reoccupy a work area or adjacent area until post-lead hazard reduction clearance standards have been achieved and verified with laboratory results. The final rule allows for certain exceptions:

- The work will not disturb lead-based paint, or create dust-lead or soil-lead hazard; or
- The work is on exterior only and openings are sealed to prevent dust from entering the home, the work area is cleaned after the work is completed, and the residents have alternative lead-free entry; or
- The interior work will be completed in one period of less than 8-daytime hours and the work site is contained to prevent the release of dust into other areas of the home; or

- The interior work will be completed within 5 calendar days, the work site is contained to prevent the release of dust, the worksite and areas within 10 feet of the worksite are cleaned at the end of each day to remove any visible dust and debris, and the residents have safe access to kitchen and bath and bedrooms.

If temporary relocation benefits are not provided because the {City/County} believes that the project meets one of the above criteria, then proper documentation must be provided in the rehabilitation project file to show compliance. It is up to the {City/County} to ensure that the owner occupant or tenant in the project does not get impacted by lead paint mitigation efforts. In most cases where lead paint mitigation is taking place, occupants (tenants or owners) will be strongly encouraged to relocate even for just a few days until a final lead clearance can be issued by a certified lead-based paint assessor. Occupants who are temporarily relocated because of lead based paint mitigation are entitled to the same relocation benefits as those who are relocated because of substantial rehabilitation or reconstruction activities.

**Temporary Relocation of Owner Occupants**

Owner occupants are not allowed to stay in units which are hazardous environments during lead-based paint mitigation. When their home is having lead-based paint mitigation work done which will not make it safe to live in, then they are eligible for temporary relocation benefits which will be provided as a grant. In the same way, a unit requiring substantial rehabilitation (with or without lead based paint mitigation) which will not allow the family to access a bath or kitchen facility, or if the unit is being demolished and reconstructed, then the family will be eligible for temporary relocation benefits which will be provided as a grant. The amount of the benefit to be paid should be cost appropriate to the conditions.

Owner occupants will be encouraged to move in with family or friends during the course of rehabilitation, since they are voluntarily participating in the program. The housing rehabilitation loan specialist and/or the rehabilitation construction specialist will complete a temporary relocation benefits form to document that the owner occupant

understands that they must relocate during the course of construction and what benefits they wish to be reimbursed for as part of their relocation.

**Rehabilitation Activities Requiring Permanent Displacement**

The *City of Oroville* rehabilitation program will not typically trigger permanent displacement and permanent displacement activities fall outside of the scope of this plan. If a case of permanent displacement is encountered, then the staff that is responsible for the rehabilitation program will consult with *City of Oroville's* legal counsel to decide if they have the capacity to conduct the permanent displacement activity. If local staff does not have the capacity, then a professional relocation consultant will be hired to do the counseling and benefit determination and implementation. If local staff does wish to do the permanent displacement activity, then they will consult and follow the HUD Relocation Handbook 1378.

**Rehabilitation Which Triggers Replacement Housing**

If the *City of Oroville* rehabilitation program assists a property where one or more units are eliminated then under Section 104 (d) of the Housing and Community Act of 1974, as amended applies and the *City of Oroville* is required to replace those lost units. An example of this would be a duplex unit which is converted into a single-family unit. In all cases where rehabilitation activities will reduce the number of housing units in the jurisdiction, then the *City of Oroville* must document that any lost units are replaced, and any occupants of reduced units are given permanent relocation benefits. (This does not apply to reconstruction or replacement housing done under a rehabilitation program where the existing unit(s) is demolished and replaced with a structure equal in size without in loss number of units or bedrooms.)

Replacement housing will be provided within three years after the commencement of the demolition or conversion. Before entering into a contract committing the *City of Oroville* to provide funds for an activity that will directly result in such demolition or conversion, the City of Oroville will make this activity public (through a noticed public hearing and/or publication in a newspaper of general circulation) and submit to the

California Department of Housing and Community Development or the appropriate federal authority the following information in writing:

- A description of the proposed assisted activity;
- The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as targeted income group dwelling units as a direct result of the assisted activity;
- A time schedule for the commencement and completion of the demolition or conversion;
- The location on a map and the approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
- The source of funding and a time schedule for the provision of the replacement dwelling units;
- The basis for concluding that each replacement dwelling unit will remain a targeted income group dwelling unit for at least 10 years from the date of initial occupancy; and,
- Information demonstrating that any proposed replacement of dwelling units with smaller dwelling units (e.g., a two-bedroom unit with two one-bedroom units) is consistent with the housing needs of targeted income group households in the jurisdiction.

The *Management Analyst* at the *City of Oroville* is responsible for tracking the replacement of housing and ensuring that it is provided within the required period. The *City of Oroville* is responsible for ensuring requirements are met for notification and provision of relocation assistance, as described in Section 570.606, to any targeted income group displaced by the demolition of any dwelling unit or the conversion of a targeted income group dwelling unit to another use in connection with an assisted activity.

**Record Keeping and Relocation Disclosures/Notifications**

The City of Oroville will maintain records of occupants of Federally funded rehabilitated, reconstructed or demolished property from the start to completion of the project to

demonstrate compliance with section 104(d), URA and applicable program regulations. Each rehabilitation project, which dictates temporary or permanent or replacement activities, will have a project description and documentation of assistance provided. (See sample forms in HUD Relocation Handbook 1378, Chapter 1, Appendix 11, form HUD-40054)

Appropriate advisory services will include reasonable advance written notice of (a) the date and approximate duration of the temporary relocation; (b) the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; (c) the terms and conditions under which the tenant may lease and occupy a suitable, decent, safe, and sanitary dwelling.

Notices shall be written in plain, understandable primary language of the persons involved. Persons who are unable to read and understand the notice (e.g. illiterate, foreign language, or impaired vision or other disability) will be provided with appropriate translation/communication. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help. The notices and process below are only for temporary relocation. If permanent relocation is involved, then other sets of notice and noticing process and relocation benefits must be applied (See HUD relocation handbook 1378 for those forms and procedures) The Temporary Relocation Advisory Notices to be provided are as follows:

General Information Notice

As soon as feasible when an owner investor is applying for Federal financing for rehabilitation, reconstruction, or demolition, the tenant of a housing unit will be mailed, or hand delivered a General Information Notice that the project has been proposed and that the tenant will be able to occupy their present house upon completion of rehabilitation. The tenant will be informed that the rent after rehabilitation will not exceed current rent or 30 percent of their average monthly gross household income. The tenant will be informed that if he or she is required to move temporarily so that the rehabilitation can be completed, suitable housing will be made available and they will be reimbursed for all reasonable extra expenses.

The tenant will be cautioned that they will not be provided relocation assistance if they decide to move for personal reasons.

Notice of Non-Displacement

As soon as feasible when the rehabilitation application has been approved, the tenant will be informed that they will not be permanently displaced and that they are eligible for temporary relocation benefits because of lead based paint mitigation or substantial rehabilitation, or reconstruction of their unit. The tenant will also again be cautioned not to move for personal reasons during rehabilitation, or risk losing relocation assistance.

Disclosure to Occupants of Temporary Relocation Benefits

This form is completed to document that the City of Oroville is following its adopted temporary relocation plan for owner occupants and tenants.

Other Relocation/Displacement Notices

The above three notices are required for temporary relocation. If the City of Oroville is attempting to provide permanent displacement benefits, then there are a number of other forms which are required. Staff will consult HUD's Relocation Handbook 1378 and ensure that all the proper notices are provided for persons who are permanently displaced as a result of housing rehabilitation activities funded by PLHA or other federal programs.

# ATTACHMENT B

## ANNUAL HOUSEHOLD INCOME DEFINITION

For the purposes of determining eligibility in accordance with HCD income guidelines,

Annual Income **will** include, for all members of the household:

- Gross wages and salary before deductions.
- Net money income from self-employment.
- Cash income received from such sources as rental units, Social Security benefits, pensions, and periodic income from insurance policy annuities.
- Periodic cash benefits from public assistance and other compensation, including AFDC, SSI, Worker's Compensation, State Disability Insurance and Unemployment benefits.
- Interest earned on savings and investments.

Annual Income will **not** include:

- Non-cash income such as food stamps or vouchers received for the purpose of food or housing.
- Capital gains or losses.
- One-time unearned income such as scholarship and fellowship grants; accident, health or casualty insurance proceeds; prizes or gifts; inheritances.
- Payments designated specifically for medical or other costs, foster children or their non-disposable income.
- Income from employment of children under the age of 18.
- Payment for the care of foster children.

This is not meant to be a complete list.

The *City of Oroville* will make the final decision in situations where the classification of income is not clear-cut. Any exceptions or other deviations from this definition of annual income will be considered by the *City of Oroville*

The City of Oroville shall use the Income Guidelines published each year by HUD and HCD.

The maximum gross annual income for an eligible household shall be 120% percent of the area median income for the household size.

# ATTACHMENT C

## LOAN SERVICING POLICES AND PROCEDURES

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

The policies and procedures are broken down into the follow areas: 1) making required payments or paying off a loan’s principle and interest; 2) required payment of property taxes and insurance; 3) required Request for Notice of Default on all second mortgages; 4) required Rent Limitation Agreement and monitoring of investor properties; 5) loans with annual occupancy restrictions and certifications 6) required noticing and limitations on any changes in title or use of property; 7) required noticing and process for requesting a subordination during a refinance; 8) process of foreclosure in case of default on the loan.

### Loan Repayments and Discounting of Notes

Where applicable, the Lender will collect monthly payments from those borrowers who are obligated to do so under an Installment Note, which are amortized promissory notes. Late fees will be charged for payments received after the assigned monthly date. The Lender will provide to the Borrower a debt amortization schedule and will maintain said schedule to account for the loan repayments and any penalties.

For Straight Notes, which are deferred payment loans; the Lender may accept voluntary payments on the loan. Loan payments will be credited to the interest first and then to principal. The borrower may repay the loan balance at any time with no penalty.

The Lender will maintain an accurate listing of all loans including but not limited to the following information, borrower's name, address, date of loan, amount of principal, calculation of interest, total payoff amount and date of payoff.

Lender is notified that the Borrower intends to pay off a loan, the Lender will provide the payoff amount, including the amount of interest accrued up to the day identified as the payoff date.

The Lender will process and record a Substitution of Trustee and Full Reconveyance upon loan satisfaction.

When the rehabilitation project is completed and the amount used to complete the project is less than the amount loaned, the Lender will notify the title company holding the escrow account to refund the unused balance to the Lender. The Lender will reduce the amount of principal accordingly and recalculate the interest.

**Payment of Property Taxes and Insurance**

As part of keeping the loan from going into default, borrower must maintain property insurance coverage naming the Lender as loss payee in first position or additional insured if the loan is a second mortgage. If borrower fails to maintain the necessary insurance, the Lender is notified in writing by the insurance company. If this occurs the Lender may take out forced place insurance to cover the property while the Borrower puts a new insurance policy in place. All costs for installing the necessary insurance will be added to the loan balance at time of installation of Borrower's new insurance.

When a property is located in a 100-year flood plain, the Borrower will be required to carry the necessary flood insurance. A certificate of insurance for flood and for standard property insurance will be required at close of escrow. The lender may check the insurance on an annual basis.

Property taxes must be kept current during the term of the loan. If the Borrower fails to maintain payment of property taxes, then the lender may pay the taxes current and add the balance of the tax payment plus any penalties to the balance of the loan. Wherever possible, the Lender encourages Borrower to have impound accounts set up with their first mortgagee wherein they pay their taxes and insurance as part of their monthly mortgage payment.

All Borrowers will be evaluated semi-annually by the Lender to confirm timely payments of property taxes. In January and May of each year the Lender will access the County Treasurer-Tax Collector website and view the Borrower's tax bill to determine if tax payments have been made.

## Required Request for Notice of Default

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

## Annual Occupancy Restrictions and Certifications

All owner-occupied Borrowers will be evaluated annually by the Lender to confirm continuous owner occupancy status. Owner occupant Borrowers will be required to submit to the *City of Oroville* between *January 1 and31st* of each year for the term of the loan:

- Proof of occupancy *in the form of a copy of a current utility bill.*
- Statement of unit's continued use as a residence.
- Declaration that other title holders do not reside on the premises.

These loan terms are incorporated in the original note and deed of trust. In the event that an owner occupant sells, transfers title, or discontinues residence in the rehabilitated property, the loan is due and payable.

**Required Noticing and Restrictions on Any Changes of Title or Occupancy**

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

Owner-Occupant to Owner-Occupant

Change from owner-occupant to owner-occupant occurs at a sale. When a new owner-occupant is not low-income, the loan is not assumable, and the loan balance is immediately due and payable. If the new owner-occupant qualifies as low-income, the purchaser may assume all loan repayment obligations of the original owner-occupant, subject to the approval of the *Lender's Loan Advisory Committee*.

If a transfer of the property occurs through inheritance, the heir (as owner-occupant) may be provided the opportunity to assume the loan at an interest rate based on family size and household income, provided the heir is income qualified. If the heir intends to occupy the property and is not income qualified, the balance of the loan is

due and payable. If the heir intends to act as an owner-investor, the balance of the loan may be converted to an owner/investor interest rate and loan term and a rent limitation agreement is signed and recorded on title. All such changes are subject to the review and approval of the Lender's

Owner-Occupant to Owner-Investor

Change from owner-occupant to owner-investor is not allowed.

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

**Requests for Subordinations**

When a Borrower has a primary mortgage recorded in a senior position to the City of Oroville's loan and wishes to refinance the primary loan, they must submit a written subordination request to the Lender City of Oroville. The Lender will only subordinate their loan when there is no "cash out" as part of the refinance. Cash out means there are no additional charges on the transaction above loan and escrow closing fees. There can be no third-party debt pay offs or additional encumbrance on the property above traditional refinance transaction costs. Furthermore, the refinance should lower the housing cost of the family with a lower interest rate and the total indebtedness on the property should not exceed the current market value.

Upon receiving the proper documentation from the refinance agency, the request will be considered by the Loan Committee for review and approval. Upon approval, the escrow company will provide the proper subordination document
for execution and recordation.

## Process for Loan Foreclosure

Upon any condition of loan default: 1) nonpayment; 2) lack of insurance or property tax payment; 3) violation of rent limitation agreement; 4) change in title or use without approval; 5) default on senior loans, the Lender will send out a letter to the Borrower notifying them of the default situation. If the default situation continues then the Lender may start a formal process of foreclosure.

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

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

If the Lender decides to reinstate, the senior lien holder will accept the amount to reinstate the loan up until five (5) days prior to the set "foreclosure sale date." This "foreclosure sale date" usually occurs about four (4) to six (6) months from the date of

recording of the "Notice of Default." If the Lender fails to reinstate the senior lien holder before five (5) days prior to the foreclosure sale date, the senior lien holder would then require a full pay off of the balance, plus costs, to cancel foreclosure. If the Lender, after exercising due diligence, determines the reinstatement and maintenance of the property not to be cost effective and allows the senior lien holder to complete foreclosure, the Lender's lien may be eliminated due to insufficient sales proceeds.

**Lender as Senior Lien holder**

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

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

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

At the end of 30 days, the Lender should contact a reputable foreclosure service or local title company to prepare and record foreclosure documents and make all necessary notifications to the owner and junior lien holders. The service will advise the Lender of all required documentation to initiate foreclosure (Note and Deed of Trust usually) and funds required from the owner to cancel foreclosure proceedings. The service will keep the Lender informed of the progress of the foreclosure proceedings.

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

**CITY OF OROVILLE**
**RESOLUTION NO. 9295**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE ADOPTION OF THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) OWNER-OCCUPIED REHABILITATION LOAN PROGRAM GUIDELINES.**

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

1. The Oroville City Council hereby authorizes the adoption of the Permanent Local Housing Allocation Home Rehabilitation Loan Program. A copy of the Permanent Local Housing Allocation Home Rehabilitation Loan Program Guidelines has been attached hereto as Exhibit "A".

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

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on August 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

# CITY OF OROVILLE
# STAFF REPORT

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

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

**RE:** **APPROVAL OF PERMANENT LOCAL HOUSING ALLOCATION (PLHA) OWNER-OCCUPIED REHABILITATION LOAN PROGRAM GUIDELINES**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council will consider authorizing the adoption of the Permanent Local Housing Allocation Program Guidelines for the Owner-Occupied Rehabilitation Loan Program.

## DISCUSSION

The California Department of Housing and Community Development under the Permanent Local Housing Allocation (PLHA) Program provides funding for activities that assist in addressing the unmet housing needs, including the rehabilitation and preservation of affordable ownership housing.

Resolution No. 9234 was adopted by Council on March 19, 2024, approving the City's PLHA Plan for the 2019-2023 Allocation of $822,306.00 to extend the useful life of existing housing units in the City limits. The California Department of Housing and Community Development has approved a draft of the Program Guidelines on January 4, 2024. Staff is requesting that Council approves the program guidelines.

The primary features of this loan are as follows:

- The applicant will be income qualified up to 120% of Butte County Area Median Income (AMI).
- The applicants must reside in the home.
- The property must be in the City Limits of Oroville.
- The maximum Loan Amount is $75,000.
- The loan is a 3% simple interest loan, deferred payment loan for 30 Years. Interest forgiveness each year until year 6, then only principal is due.

## FISCAL IMPACT

No General Fund impact.

**RECOMMENDATION**

Adopt Resolution No. 9295 _ A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING THE ADOPTION OF THE PERMANENT LOCAL HOUSING ALLOCATION OWNER-OCCUPIED HOME REHABILITATION PROGRAM GUIDELINES.

**ATTACHMENTS**

A- Resolution No. 9295
B- CDBG Home Rehabilitation Loan Program Guidelines.

**OROVILLE CITY COUNC**
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**July 18, 2023**
**MEETING MINUTES**

This meeting was recorded live and can be viewed at cityoforoville.org or on Youtube. The agenda was posted on March 1, 2019 at 12:05pm.

## CALL TO ORDER / ROLL CALL

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

## OPEN SESSION

1. Pledge of Allegiance = Johnstone

2. Adoption of Agenda

## PRESENTATIONS AND PROCLAMATIONS

Narinder Sufi, Butte County Librarian, presented on the various services and programs being

## 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.

1. Council Announcements and Reports

   **None.**

2. Administration Reports
   - Police Department Report for May 2023 provided by Bill LaGrone.
   - Fire Department Report provided by Chief Chris Tenns.

## CONSENT CALENDAR

Consent calendar **items 1 - 7** 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.

Council Member Riggs motioned to adopt the Consent Agenda with the exception of Item #4, which was removed from the Consent Agenda and placed on the regular agenda for additional consideration and discussion.

Motioned by: Council Member Riggs Seconded by: Council Member Thomson

Ayes: Council Member(s) Johnstone, Riggs, Thomson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: Council Member Goodson

**1. APPROVAL OF THE MINUTES**

The City Council approved the minutes of June 13, 2023, and June 27, 2023.

**2. CONSIDER AND ADOPT THE ASSISTANT DIRECTOR OF PUBLIC WORKS / CITY ENGINEER JOB DESCRIPTION AND SALARY RANGE**

The City Council approved the attached Assistant Director of Public Works/City Engineer job description and salary range.

**3. CONTRACT WITH BUTTE ROOFING COMPANY FOR ROOF REPLACEMENT OF THE CHINESE TEMPLE'S TAPESTRY HALL ROOF**

The Council approved Resolution No. 9145 - A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Sign And Accept The Proposal With Butte Roofing Company Authorizing Butte Roofing Company To Complete The Proposed Roof Replacement Of The Chinese Temple Tapestry Hall In The Amount Of $99,234.86 And A 20% Contingency In The Amount Of $19,864.97 Should Any Deficiencies Be Discovered During The Project, And Authorized And Directed To Sign And Accept The Proposal From Butte Roofing Company, Authorizing The Proposed Roof Replacement Of The Chinese Temple Tapestry Hall, In The Amount Of $99,324.86 (Base Bid) And A 20% Contingency In The Amount Of $19,864.97 Should Any Deficiencies Be Discovered During The Project, For A Total Of $119,099.83.

**4. COMMUNITY MEMBER APPOINTMENTS TO VARIOUS COMMITTEES AND COMMISSIONS**

City Council appointed the following individuals to the Arts Commission with terms expiring June 20, 2027 – David Tamori and Andee Krantz (Representative from the Parks Commission); and appointed Audrey Holt to the Parks commission with a term that expires on June 30, 2028; and appointed Terry Smith to the Planning Commission with a term that expires on June 30, 2027; and appointed the following individuals to the Citizens Oversight Committee with a terms expiring June 30, 2027 –Mark Grover, JD Holt.

**5. FORECLOSURE OF 2950 EL NOBLE AVE**

The City Council adopted Resolution No. 9146 - A Resolution Of The City Council Of The City Of Oroville, California, Authorizing And Directing The Mayor And/Or City Administrator To Execute All Documents And Any Amendments Thereto Necessary To Initiate And Complete Foreclosure Proceedings On Real Property Located At 2950 El Noble Ave., Oroville (APN 013-225-003).

**6. ACCEPT THE COMMUNITY DEVELOPMENT BLOCK GRANT STANDARD AGREEMENT 22-CDBG-NH-00008 AND ESTABLISH BUDGET FOR NEIGHBORHOOD CLEANUP PROJECT**

The Council accepted the 2022 Community Development Block Grant Allocation, Agreement No. 22-CDBG-NH-00008, in the amount of $500,000.00: and approved the Budget Adjustment indicated in the fiscal impact of this Staff Report, dated July 18, 2023.

**7. POLICE DEPARTMENT RECRUITMENT AND DIGITAL MARKETING CAMPAIGN**

The Council authorized Staff to contract with Trespasser Productions for recruitment and digital marketing content.

**8. VACATION OF PUBLIC UTILITY EASEMENT**

The Council adopted Resolution No. 9149 - A Resolution Of The Oroville City Council Vacating A Public Utility Easement Adjacent To Olive Highway And Over Property Owned By Oroville Hospital (APN 013-260-081) In Oroville, California.

**9. CONSIDER AND ADOPT THE SIDE LETTER AGREEMENTS BETWEEN THE CITY OF OROVILLE AND THE OROVILLE CITY EMPLOYEE'S ASSOCIATION, OROVILLE MANAGEMENT ASSOCIATION, OROVILLE POLICE OFFICER'S ASSOCIATION BOTH SWORN AND NON-SWORN TO EXTEND MEMORANDUM OF UNDERSTANDINGS TO DECEMBER 31, 2023**

The City Council adopted Resolution No 9161 **-** A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Execute A Side-Letter Agreement Between The City Of Oroville And The Oroville City Employees' Association; And Adopted Resolution No 9162 - A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Execute A Side Letter Agreement Between The City Of Oroville And The Oroville Management Association; And Adopted Resolution No. 9163 - A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Execute A Side Letter Agreement Between The City Of Oroville And The Oroville Police Officers' Association, Sworn And Non-Sworn.

**10. FAA GRANT ACCEPTANCE FOR AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT NO. 3-06-0178-028-2023 AT OROVILLE MUNICIPAL AIRPORT AND STATE DEPARTMENT OF TRANSPORTATION AIP MATCHING GRANT**

The Council may consider accepting a $262,800 AIP Grant offer from the Federal Aviation Administration (FAA) for the Oroville Municipal Airport and a State Department of Transportation AIP Matching grant in the amount of $13,140 for the Airport Layout Plan Update by adopting Resolution No. 9164 and 9165.

# REGULAR BUSINESS

## 11. DOWNTOWN OROVILLE BUSINESS IMPROVEMENT DISTRICT ANNUAL BUDGET

The Council received and approved the 2023-24 annual budget for the Downtown Oroville Business Improvement District (BID).

Motioned by: Council Member Riggs Seconded by: Council Member Goodson

Ayes: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: None

## 12. PRESENTATION TO UPDATE COUNCIL ON THE MISSION ESPERANZA PALLET SHELTER PROJECT

The Council received a presentation from Suzi Kochems, City Consultant, regarding the status of the Mission Esperanza Project.

## 13. REQUEST OF LOCAL FISCAL RECOVERY FUNDING TO SUBSIDIZE THE MISSION ESPERANZA PROJECT

The Council authorized the allocation of $750,000 of Local Fiscal Recovery funding to subsidize the Mission Esperanza Project.

Motioned by: Council Member Goodson Seconded by: Council Member Riggs

Ayes: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: Council Member Webber

## 14. CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR MISSION ESPERANZA PALLET SHELTER DEVELOPMENT PROJECT

* Item pulled and will be discussed during an August meeting.

**15. 2023 COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC SERVICE APPLICATION SELECTION**

The Council received applications submitted by local non-profits for 2023 Community Development Block Grant (CDBG) Program application and voted to provide funding to the following local non-profit(s):

Council Thomson: Catalyst

Council Johnstone: Catalyst

Council Goodson: Catalyst and Oroville Rescue Mission

Vice Mayor Smith: Catalyst

Mayor Pittman: Catalyst

Motioned by: Council Member Goodson Motioned by: Vice Mayor Smith

Ayes: Council Member(s) Johnstone, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: Council Member(s) Riggs and Webber

**16. SANK PARK PERIMETER FENCE AWARD OF AMENDED CONTRACT TO PISOR FENCE DIVISION, INC.**

The City Council approved Resolution No. 9144- A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Sign And Accept The Proposal With Pisor Fence Division, Inc. Authorizing Pisor Fence Division, Inc To Complete The Proposed Fabrication And Installation Of A New Perimeter Fence Around Sank Park In The Amount Of $373,982.00 And A 10% Contingency In The Amount Of $37,398.20 Should Any Deficiencies Be Discovered During The Project and authorized and directed staff to sign and accept the proposal from Pisor Fence Division, Inc., authorizing the proposed fabrication and installation of a new perimeter fence around Sank Park, and a Change Order deleting the concrete curbing in the amount of $75,918.00, for a total amount of $373,982.00 (base bid) and a 10% contingency in the amount of $37,398.20 should any deficiencies be discovered during the project, for a total of $411,380.20.

Motioned by: Council Member Riggs Seconded by: Council Member Goodson

Yes: Council Riggs, Council Goodson, Vice Mayor Smith, Mayor Pittman

Ayes: Council Member(s) Riggs, Goodson, Vice Mayor Smith, Mayor Pittman

Noes: Council Member(s) Johnstone, Thomson, and Webber

Absent: None

Abstained: None

## 17. CITY INVESTMENTS

The Council adopted Resolution No. 9148 - A Resolution Authorizing The City Treasurer To Invest $5,000,000.00 In California Class Prime Fund, And $5,000,000 California Asset Management Trust, With Karolyn Fairbanks, City Treasurer; Ruth Duncan, Assistant City Administrator – Administrative Services; And Brian Ring, City Administrator As Signatories On The Account.

Resolution split into two: R-9166 and R-9148.

Motioned by: Mayor Pittman Seconded by: Council Member Riggs

Ayes: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: None

## 18. FIRST REGULARLY SCHEDULED MEETING IN AUGUST 2023

Pursuant to the City Code, the Council will meet on the first and third Tuesday of each month. The City Code also provides that the Council may “cancel, amend or alter the date, time and/or location of f any meeting provided sufficient notice of the meeting is given to the public to comply with the Brown Act.”

The first Tuesday of the month of August (August 1, 2023) falls on National Night Out. The Council gave consensus on having the meeting regularly and early, with a light agenda.

## 19. ANNUAL ASSESSMENTS FOR THE CITY’S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 2-3, 5, 7-10, 12, 14-15, 17

The Council adopted Resolution No. 9160 - A Resolution Of The City Council Initiating Proceedings, Preliminarily Approving The Annual Assessment Report And Declaring Its Intention To Levy And Collect Assessments For The Oroville Consolidated Landscape And Lighting Maintenance Assessment District For Fiscal Year 2023/24 and authorized any necessary budget adjustments to the Annual Assessment Report.

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

Ayes: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: None

**20. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT, ZONES 1, 4, 6, 11, 13, 16, 18**

The Council adopted Resolution No. 9154 - A Resolution Of The City Council Initiating Proceedings, Preliminarily Approving The Annual Assessment Report And Declaring Its Intention To Levy And Collect Assessments For The Oroville Consolidated Landscape And Lighting Maintenance Assessment District For Fiscal Year 2023/24 And Authorized Any Necessary Budget Adjustments To The Annual Assessment Report.

Motioned by: Council Member Riggs Seconded by: Council Member Goodson

Ayes: Council Member(s) Riggs, Thomson, Goodson and Webber

Noes: None

Absent: None

Abstained: Council Member Johnstone, Vice Mayor Smith, Mayor Pittman

**21. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 3, 5, 9**

The Council Adopted Resolution No. 9159- A Resolution Of The City Council Initiating Proceedings, Preliminarily Approving The Annual Assessment Report And Declaring Its Intention To Levy And Collect Assessments For The Oroville Consolidated Benefit Assessment District For Fiscal Year 2023/24 And Authorized Any Necessary Budget Adjustments To The Annual Assessment Report.

Motioned by: Council Member Webber Seconded by: Council Member Goodson

Ayes: Council Member(s) Riggs, Thomson, Goodson, Webber, and Vice Mayor Smith

Noes: None

Absent: None

Abstained: Council Member Johnstone and Mayor Pittman

**22. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1-2, 4, 6-8**

The Council adopted Resolution No. 9155- A Resolution Of The City Council Initiating Proceedings, Preliminarily Approving The Annual Assessment Report And Declaring Its Intention To Levy And Collect Assessments For The Oroville Consolidated Benefit Assessment District For Fiscal Year 2023/24 And Authorized Any Necessary Budget Adjustments To The Annual Assessment Report.

Motioned by: Council Member Goodson Seconded by: Council Member Johnstone

Ayes: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: None

**23. EMPLOYMENT CONTRACT AMENDMENT WITH AMY BERGSTRAND, DIRECTOR OF BUSINESS AND HOUSING**

The Council adopted Resolution No. 9150 – A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Execute An Amendment To The Employment Agreement Between The City Of Oroville And Amy Bergstrand – (Agreement No. 3407).

Motioned by: Council Member Thomson Seconded by: Council Member Goodson

Ayes: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: None

**24. EMPLOYMENT CONTRACT WITH J. PATRICK PIATT FOR POSITION OF DIRECTOR, COMMUNITY DEVELOPMENT**

The Council will adopted Resolution No. 9156 - A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Execute An Employment Agreement Between The City Of Oroville And J. Patrick Piatt.

Motioned by: Council Member Riggs Seconded by: Council Member Webber

Ayes: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: None

**25. EMPLOYMENT CONTRACT WITH FREDERICK J. MAYO FOR POSITION OF DIRECTOR, PUBLIC WORKS**

The Council adopted Resolution No. 9157- A Resolution Of The Oroville City Council Authorizing And Directing The Mayor To Execute An Employment Agreement Between The City Of Oroville And Frederick J. Mayo.

Motioned by: Council Member Riggs Seconded by: Council Member Johnstone

Ayes: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: None

**26. AMENDED AND RESTATED LEGAL SERVICES AGREEMENT WITH COLE HUBER, LLP**

The Council adopted Resolution No. 9158 - A Resolution Of The City Of Oroville Authorizing And Directing The Mayor To Execute An Amended And Restated Agreement With Cole Huber, LLP For City Attorney Legal Services – (Agreement No. 2004-6).

Motioned by: Council Member Goodson Seconded by: Vice Mayor Smith

Ayes: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: None

# 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

**27. FEATHER RANCH SUBDIVISION, INCLUDING EIR CERTIFICATION, GENERAL PLAN AMENDMENT GPA 23-01, ZONING CHANGE ZC 23-01 WITH ORDINANCE 1873, TENTATIVE SUBDIVISION MAP TSM 22-01, AND AN OVERRIDE OF THE BUTTE COUNTY AIRPORT LAND USE COMMISSION'S INCONSISTENCY DETERMINATION.**

The City Council conducted a Public Hearing on the proposed project; adopted Resolution Nos. 9151, 9152, 9153 And Waived The First Reading And Approve Ordinance 1873 -- An Ordinance Of The City Council Of The City Of Oroville Approving Zoning Change ZC 23-01 To Rezone One Parcel Of Approximately 45 Acres Of Land (APN 030-230-098) From Airport Business Park- Airport Influence Overlay (APB--AIO) To Single Family Residential (R-1) Once Tentative Map TSM 22-01 For The Proposed Feather Ranch Subdivision Is Approved.

Motioned by: Mayor Pittman Seconded by: Council Member Riggs

Ayes: Council Member(s) Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

Noes: None

Absent: None

Abstained: Council Member Johnstone

## 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.

The following member(s) of the public submitted Public Comment on this item: Rodney; Micheal Lewis Arthur Meyer; Bill Speer; The CameraMan.

## REPORTS / DISCUSSIONS / CORRESPONDENCE

1. Future Agenda Items

Council Johnstone: Would like the city to recognize PeeWee Curiel as he did an amazing job out at the airport and a lot for the community.

2. Correspondence

. PG&E Notice of PG&E increase rates.(A.26-06-008)

. Grand Jury Report

## ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on August 1, 2024 at 4:00 p.m.

ATTESTED: APPROVED:

_____ _____

Kayla Reaster, Assistant City Clerk David Pittman, Mayor

**OROVILLE CITY COUNC**
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**August 01, 2023**
**MEETING MINUTES**

This meeting was recorded live and can be viewed at cityoforoville.org or on YouTube. The agenda was posted on July 28, 2023, at 12:05pm.

# CALL TO ORDER / ROLL CALL

**Mayor Pittman**: Opened Session at 4pm

**Present:** Council Members(s) Johnstone, Riggs, Thomson, Vice Mayor Eric Smith, Mayor David Pittman

**Absent:** Council Member(s) Webber and Goodson

# OPEN SESSION

1. Pledge of Allegiance- Vice Mayor Smith Led Pledge of Allegiance

2. Adoption of Agenda – Motioned by Vice Mayor Smith and Seconded by Council Member Riggs

**AYES: Council Member(s) Johnstone, Riggs, Thomson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: Council Member(s) Webber, Goodson**

# 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.

**Non-Agenda Item:**

**Speaker 1:** Sean Reese

**Speaker 2:** Amy Jernigan

**Speaker 3**: Bill Speer

**Speaker 4:** The CameraMan

# REPORTS / DISCUSSIONS

1. Council Announcements and Reports

**Mayor Pittman** – Ribbon cutting for a Beautification Project and LaMalfa was able to secure another 2 million dollars in funding for improvementa and upgrade of the SCOR plant.

**Council Member Johnstone** – Recognized Officer Mindy, as she is doing a wonderful job.

2. Administration Reports

**Brian Ring, City Administrator** - Introduce Fred Mayo, Public Work Director; New Community Development Director starting soon and a New City Clerk coming on as Jackie Glover is leaving.

# CONSENT CALENDAR

Motioned by Vice Mayor Smith Seconded by Council Member Riggs

**AYES: Council Member(s) Johnstone, Riggs, Thomson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: Council Member(s) Webber, Goodson**

**1. TEMPORARY ALLOCATION OF SECOND ASSISTANT CITY CLERK POSITION**

Approved the temporary allocation of a second Assistant City Clerk position.

**2. MEMORANDUM OF UNDERSTANDING WITH OROVILLE UNION HIGH SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER**

**Adopted Resolution No. 9167** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE OROVILLE UNION HIGH SCHOOL DISTRICT FOR A FULL-TIME SCHOOL RESOURCE OFFICER FOR THE 2023/2024, 2024/2025, and 2025/2026 SCHOOL YEARS– (Agreement No. 3252-2).

**Public Speaker 1:** The Camera Man

**3. MEMORANDUM OF UNDERSTANDING WITH THERMALITO UNION ELEMENTARY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER**

**Adopted Resolution No. 9168**- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE THERMALITO UNION ELEMENTARY SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR 2023/2024, 2024/2025, AND 2025/2026 SCHOOL YEARS– (Agreement No. 3254-2).

**4. VEHICLE PURCHASES**

Approved the purchase of (1) 2023 F150 Super Cab 4x4 and (1) 2023 Ford Escape from Oroville Ford.

# REGULAR BUSINESS

**5. SERVICES AGREEMENT WITH SUTTER BUTTES FLOOD CONTROL AGENCY**

Approved a Services Agreement with SBFCA.

**Motioned by Vice Mayor Smith** **Seconded by Council Member Riggs**

**AYES: Council Member(s) Johnstone, Riggs, Thomson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: Council Member(s) Webber, Goodson**

**6. CONTRACT WITH BUTTE CONSTRUCTION COMPANY FOR MISSION ESPERANZA PALLET SHELTER DEVELOPMENT PROJECT**

**Amy Bergstrand, Housing Director** – Presentation to approve the resolution with butte Construction and additional items as funding becomes available. Annie is presented upon request.

**Approved Res. No. 9172** - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO SIGN AND ACCEPT THE PROPOSAL WITH BUTTE CONSTRUCTION COMPANY, AND AUTHORIZING BUTTE CONSTRUCTION COMPANY TO COMPLETE THE PROPOSED Mission Esperanza Project IN THE AMOUNT OF $**1,968,000** and a 10% contingency in the amount of $196,800 (total $2,164,800) should any deficiencies be discovered during the project.

**Motioned by Council Riggs** **Seconded by Mayor Pittman**

**AYES: Council Member(s) Johnstone, Riggs, Thomson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: Council Member(s) Webber, Goodson**

**7. OROVILLE CHAMBER OF COMMERCE ANNUAL BBQ**

Authorized Staff to purchase one table for the City at the 2023 annual BBQ.

**8. ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2023/24**

**Adopted Resolution No. 9170** - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2023/24

**Adopted Resolution No. 9171** - A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2023/24

**Motioned by Vice Mayor Smith** **Seconded by Council Member Riggs**

**AYES: Council Member(s) Riggs, Thomson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: Council Member(s) Webber, Goodson**

**RECUSABLE: Council Member Johnstone**

**9. ANNUAL SANITARY SEWER SERVICE TO BE LEVIED ON THE 2023-24 TAX ROLL**

**Adopted Resolution No. 9169** - A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY FOR FISCAL YEAR 2023–24 SEWER SERVICE CHARGES

**Motioned by Council Member Thomson** **Seconded by Council Member Riggs**

**AYES: Council Member(s) Johnstone, Riggs, Thomson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: Council Member(s) Webber, Goodson**

# 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.

**NONE**

# FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items
2. Correspondence

**i. ANNUAL USE OF "MILITARY EQUIPMENT" AS DEFINED IN THE OROVILLE MUNICIPAL CODE REPORT.**

**Bill LaGrone, Police Chief –** Notification to the public. Hearing the report will be on the next council meeting, comment or concern will be accept during the next meeting.

# ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on August 15, 2023 at 4:00 p.m.

ATTESTED:

Kayla Reaster, Assistant City Clerk

APPROVED:

David Pittman, Mayor

**OROVILLE CITY COUNC**
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**October 17, 2023**
**MEETING MINUTES**

This agenda was posted on October 13, 2023. This meeting was recorded and may be viewed at Cityoforoville.org or on YouTube.

## CALL TO ORDER / ROLL CALL

**Mayor Pittman called meeting to order at 4:30pm**

**PRESENT: Council Member(s**)Tracy Johnstone, Krysi Riggs, Scott Thomson, Janet Goodson, Shawn Webber, Vice Mayor Eric Smith, Mayor David Pittman

## CLOSED SESSION

The Council held a Closed Session on the following:

1. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: James v. City of Oroville, et al., United States District Court, Eastern District of California, Case No. 2:23-CV-00215.

2. Pursuant to Government Code section 54956.9(a), the Council will meet with the City Administrator, and the City Attorney relating to existing litigation: City of Oroville v. Design Build, Inc., et al., Butte County Superior Court, Case No. 21CV03051.

3. Pursuant to Government Code Section 54957.6, the Council will meet with the Personnel Officer and City Attorney to discuss labor negotiations related to the following bargaining units: OCEA, OPA Sworn, OPA Non-Sworn, and OMCA.

## OPEN SESSION

1. Announcement from Closed Session - **Direction given- No action taken.**

2. Pledge of Allegiance – **Led by Ophir Elementary School students**

3. Adoption of Agenda – **Motioned by Council Member Goodson; Seconded by Mayor Pittman**

**AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

# PRESENTATIONS AND PROCLAMATIONS

None this meeting.

# 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.

**Speaker 1: Claudia**

**Speaker 2: Spencer**

**Speaker 3: Bill Speer**

# REPORTS / DISCUSSIONS

1. Council Announcements and Reports

   **Mayor Pittman** – Expressed thank you to Dr. H and the Oroville Lights Project; the Feather Falls Tribal Council came to the Rotary meeting and made a substantial contribution to that project. Art commission rewards a large amount of the sum for the project. Hmong New Year at Nelson school went well, and everyone hard work and contributed.

   **Council Member Johnstone** – Commented on the Hmong New Year, it was a wonderful event. She stated it was an honor to be part of the VIP and to be invited. Encouraged everyone to attend the Hmong New Year next year.

   **Vice Mayor Smith** –Commented on Public Safety and equipment.

2. Administration Reports

   **Ron Belser, Code Enforcement Director** – Still working with IT to get the Code Enforcement annual report onto web page.

# CONSENT CALENDAR

Motioned by Council member Goodson Seconded by Mayor Pittman

**AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

1. **Approval of the October 3, 2023 Oroville City Council Meeting Minutes**

   APPROVED THE MINUTES OF OCTOBER 3, 2023.

2. **Ladder Truck Repair Work Budget Adjustment**

   APPROVED SUPPLEMENTAL BUDGET ADJUSTMENT OF $35,735.49 AND AUTHORIZE PAYMENT OF INVOICE TO HI-TECH EVS, INC FOR LADDER TRUCK REPAIRS.

3. **State Route 70 Clean California – Caltrans Cooperative Agreement and Art Maintenance Agreement**

   APPROVED AND SIGNED THE TRANSPORTATION ART COOPERATIVE AGREEMENT AND THE TRANSPORTATION ART MAINTENANCE AGREEMENT FOR CALTRANS REVIEW AND APPROVAL.

4. **Donation to the Lott Home**

   ACKNOWLEDGED RECEIPT OF THE DONATIONS FOR THE LOTT HOME AND ACCEPTED THE DONATIONS.

5. **Donations to the Chinese Temple (1/2)**

   ACKNOWLEDGED RECEIPT OF THE DONATIONS FOR THE CHINESE TEMPLE AND ACCEPTED THE DONATIONS.

6. **Museum Donation to the Chinese Temple (2/2)**

   ACKNOWLEDGED RECEIPT OF THE DONATIONS FOR THE CHINESE TEMPLE AND ACCEPTED THE DONATIONS.

7. **Museum Donation to Bolt's Antique Museum**

   ACKNOWLEDGED RECEIPT OF THE DONATIONS FOR THE BOLT'S ANTIQUE TOOL MUSEUM AND ACCEPTED THE DONATIONS.

8. **Approval Of the CalRecycle HD39:2022-2023 Household Hazardous Waste Education Grant 2022-2023 Through Fiscal Year 2024-2025**

   ADOPTED RESOLUTION NO. 9187 – APPROVAL OF THE CALRECYCLE HD39:2022-2023 HOUSEHOLD HAZARDOUS WASTE EDUCATION GRANT 2022-2023 THROUGH FISCAL YEAR 2024-2025.

9. **Approval of the CalRecycle Fiscal Year 2022-2023 Through Fiscal Year 2025-2025 CalRecycle OWR4: 2022-23SB 1383 Support Grant**

   ADOPTED RESOLUTION NO. 9188 **–** APPROVAL OF THE CALRECYCLE FISCAL YEAR 2022-2023 THROUGH FISCAL YEAR 2025-20256 CALRECYCLE OWR4: 2022-23SB 1383 SUPPORT GRANT

10. **Approval of the CalRecycle 2023 Tire Amnesty Grant Fiscal Years 2023/2024, 2024/2025 and 2025/2026**

    ADOPTED RESOLUTION NO. 9190 – APPROVAL OF THE CALRECYCLE 2023 TIRE AMNESTY GRANT FISCAL YEAR 2023/2024, 2024/2025, and 2025/2026.

**11. Approval of the RBC34: 2022-2023 CalRecycle Beverage Container Grant**

ADOPTED RESOLUTION NO. 9189 – APPROVAL OF THE RBC34: 2022-2023 CALRECYCLE BEVERAGE CONTAINER GRANT.

## REGULAR BUSINESS

None this meeting.

## 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

**No Public Hearing this meeting.**

## PUBLIC COMMUNICATION – HEARING OF NON-AGENDA ITEMS

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

## FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

**Council Johnstone** – Would like to have Brian Ring give update from FBO or Cody in regard to what has been going on at the Airport.

2. Correspondence

**i. - 3rd Quarter newsletter pamphlet received**

**ii. - Correspondence Received from Secretary of the Senate**

# ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on November 11, 2023 at 4:00 p.m.

ATTESTED:

Kayla Reaster, Assistant City Clerk

APPROVED:

David Pittman, Mayor

**OROVILLE CITY COUNC**
Council Chambers
1735 Montgomery Street
Oroville, CA. 95965

**July 16, 2024**
**MEETING MINUTES**

**This Agenda was posted on July 12, 2024. This meeting was recorded and may be viewed at Cityoforoville.org or on Youtube.**

# CALL TO ORDER / ROLL CALL

**Mayor Pittman opened the meeting at 4PM.**

**PRESENT**: **Council Member(s)** Tracy Johnstone, Scott Thomson, Shawn Webber, Janet Goodson, Krysi Riggs, Vice Mayor Eric Smith, Mayor David Pittman

# CLOSED SESSION

The Council held a Closed Session on the following:

1. **Conference with Labor Negotiators (Gov. C. §54957.6)**
   Agency designated representatives: Brian Ring, City Administrator; David Ritchie, Asst. City Attorney; Elizabeth Ehrenstrom, HR Manager
   Unrepresented Employees: Department Heads

# OPEN SESSION

1. Announcement from Closed Session - No action taken.
2. Pledge of Allegiance – Led by Council Member Riggs
3. Adoption of Agenda –

**Motioned by Vice Mayor Smith** **Seconded by Council Member Riggs**

**AYES: Council Member(s) Johnstone, Webber, Thomson, Riggs, Goodson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

# PRESENTATIONS AND PROCLAMATIONS

1. **CERTIFICATE OF APPRECIATION TO THE CITY OF OROVILLE FROM BUTTE COUNTY PUBLIC HEALTH**

   **Erin Cox from Butte County Public Health presented this item.**

   Butte County Public Health presented the City of Oroville with a Certificate of Appreciation for the City's partnership in tackling the most recent Shigella outbreak in the community.

2. **SR162 PEDESTRIAN/BICYCLIST/DISABLED MOBILITY AND SAFETY IMPROVEMENTS PROJECT**

   **Moji of Ghirardelli & Associates, and Fred Mayo, Director of Public Works presented this item to the Council.**

   The City Council was briefed on the status of the SR-162 Safety Improvement Project.

# 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.

**Speaker 1 : TheCameraMan**

**Speaker 2 : Bill Speer**

**Speaker 3 : Bryan Williams**

# REPORTS / DISCUSSIONS

1. Council Announcements and Reports

**Council Member Thomson: Thanked CalFire for their work with the Thompson fire.**

**Council Member Webber: Thanked all responding agencies that worked to control the fire and assist the public in need. Recognized Council Member Johnstone and her efforts as well.**

**Vice Mayor Smith: Mosquito Vector Control Board – West Nile reported in Butte County.**

**Council Member Goodson: Spoke on election coming up.**

**Mayor Pittman: Spoke on letter from Pioneer School District re: Increase in fees.**

2. Administration Reports

**Fred Mayo, Public Works Director: Provided update Re: New Museum Curator – Statistics given re: Dept Statistics.**

**Brian Ring, City Administrator: Thanked everyone re: Apache and Thompson fire: spoke on Big Boy turnout: spoke on heatwave; provided a Convention Center update.**

**Amy Bergstrand, Business Assistance and Housing Director: Handout provided with most recent housing stats.**

**Ruth Duncan, Finance Director: First Payroll with new software- gave kudos to the finance team.**

# CONSENT CALENDAR

Motioned by Council Member Goodson Seconded by Council Member Riggs

**AYES: Council Member(s) Johnstone, Webber, Thomson, Riggs, Goodson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

1. **JOB DESCRIPTION EDITS TO ACCOUNTING MANAGER POSITION**

   COUNCIL APPROVED THE EDITS TO THE JOB DESCRIPTION FOR ACCOUNTING MANAGER.

2. **REQUEST TO OPERATE BUSINESS OUT OF RESIDENCE**

   APPROVED MS. MILLS' REQUEST TO OPERATE A NONMEDICAL EMERGENCY TRANSPORTATION BUSINESS FROM HER HOME.

3. **PROFESSIONAL SERVICES AGREEMENT WITH LINDGREN'S CANINE CONSULTATION SERVICES**

   APPROVED A PROFESSIONAL SERVICES AGREEMENT WITH LINDGREN'S CANINE CONSULTING SERVICES FOR MONTHLY BASIC POLICE SERVICE DOG PROFICIENCY MAINTENANCE TRAINING.

4. **APPROVAL OF CITY COUNCIL MEETING MINUTES**

   APPROVED MINUTES AND AUTHORIZE THE MAYOR TO SIGN.

# 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

**Mayor Pittman opened Public Hearing at: 5:30 PM and closed it at 5:45 PM**

**5. PUBLIC HEARING 2024 COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION**

THE COUNCIL APPROVED SUBMITTAL OF THE 2024 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION, CDBG PROGRAM INCOME, AND TO SOLICIT INPUT AND COMMENTS FROM THE CITIZENS OF OROVILLE; AND

ADOPTED RESOLUTION NO. 9287-A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2024 FUNDING YEAR OF THE STATE CDBG PROGRAM.

**Motioned by Council Member Thomson** **Seconded by Council Member Goodson**

**AYES: Council Member(s) Johnstone, Webber, Thomson, Riggs, Goodson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

# REGULAR BUSINESS

**6. APPROVE SUBMISSION OF A LETTER OF INTEREST AND DIRECTION TO EXPLORE A FUTURE AGREEMENT WITH PIONEER COMMUNITY ENERGY**

DIRECTED STAFF TO SIGN AND SUBMIT TO PCE THE ATTACHED LETTER OF INTEREST AND CONTINUE DISCUSSION WITH PCE UNTIL SUCH A TIME AS IS APPROPRIATE TO RETURN TO COUNCIL FOR FURTHER ACTION.

**Motioned by Council Member Goodson** **Seconded by Vice Mayor Smith**

**AYES: Council Member(s) Johnstone, Webber, Thomson, Riggs, Goodson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

**7. DISCONTINUANCE OF FLUORIDATION OF DOMESTIC WATER PROVIDED BY CALIFORNIA WATER SERVICE COMPANY TO CITY OF OROVILLE**

ADOPTED RESOLUTION AND AUTHORIZED THE MAYOR TO SIGN.

**Motioned by Council Webber** **Seconded by Council Member Goodson**

**AYES: Council Member(s) Johnstone, Webber, Thomson, Goodson, Vice Mayor Smith, Mayor Pittman**

**NOES: Council Member Riggs**

**ABSTAIN: NONE**

**ABSENT: NONE**

**8. COMMUNITY MEMBER APPOINTMENTS TO VARIOUS COMMITTEES AND COMMISSIONS**

APPOINTED CHRIS HIX TO THE PARKS COMMISSION WITH A TERM THAT EXPIRES ON JUNE 30, 2028; AND

APPOINTED JOHN ZILICH II AND SOR THAO, AND REAPPOINT NATALIE SHEARD AND GLENN ARACE TO THE PLANNING COMMISSION ALL WITH TERMS THAT EXPIRE ON JUNE 30, 2028.

**Motioned by Council Member Goodson** **Seconded by Council Member Riggs**

**AYES: Council Member(s) Johnstone, Webber, Thomson, Riggs, Goodson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

**9. PLACEMENT OF SOLID WASTE LIENS ON THE 2024-25 PROPERTY TAX ROLL**

ADOPTED RESOLUTION NO. 9292 – A RESOLUTION OF THE OROVILLE CITY COUNCIL ADOPTING DIRECT ASSESSMENT FOR DELINQUENT SOLID WASTE LIENS ON THE 2024-2025 PROPERTY TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

**Motioned by Vice Mayor Smith** **Seconded by Council Member Goodson**

**AYES: Council Member(s) Johnstone, Webber,Thomson, Riggs, Goodson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

**10. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 2, 4, 6-8**

1. ADOPTED RESOLUTION NO. 9288 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2024/25; AND

2. AUTHORIZED ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT. IT IS PROPOSED THAT THERE BE NO ASSESSMENTS CHARGED TO PROPERTIES WITHIN THE CBAD FOR FISCAL YEAR 2024/25 DUE TO A MINIMAL AMOUNT OF EXPENDITURES THROUGH THE PREVIOUS YEAR.

**Motioned by Council Member Goodson** **Seconded by Council Member Riggs**

**AYES: Council Member(s) Johnstone, Webber, Thomson, Riggs, Goodson, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

**11. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 3, 5, 9**

1. ADOPTED RESOLUTION NO. 9289 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED BENEFIT ASSESSMENT DISTRICT FOR FISCAL YEAR 2024/25; AND

2. AUTHORIZED ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT. IT IS PROPOSED THAT THERE BE NO ASSESSMENTS CHARGED TO PROPERTIES WITHIN THE CBAD FOR FISCAL YEAR 2024/25 DUE TO A MINIMAL AMOUNT OF EXPENDITURES THROUGH THE PREVIOUS YEAR.

**Motioned by Council Goodson** **Seconded by Council Member Riggs**

**AYES: Council Member(S) Thomson, Webber, Riggs, Goodson, Vice Mayor Smith**

**NOES: NONE**

**ABSENT: NONE**

**ABSTAINED: COUNCIL MEMBER JOHNSTONE, MAYOR PITTMAN**

**12. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTIN MAINTENANCE ASSESSMENT DISTRICTS, ZONES 1, 4, 6, 11, 13, 16, 18**

1. ADOPTED RESOLUTION NO. 9290 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2024/25; AND

2. AUTHORIZED ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT.

**Motioned by Council Member Thomson** **Seconded by Council Member Riggs**

**AYES: Council Member(s) Thomson, Webber, Riggs, Goodson**

**NOES: NONE**

**ABSENT: NONE**

**ABSTAINED: Council Member Johnstone, Vice Mayor Smith, Mayor Pittman**

**13. ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 2, 3, 5, 7-10, 12, 14, 15, 17**

1. ADOPTED RESOLUTION NO. 9291 - A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2024/25; AND

2. AUTHORIZED ANY NECESSARY BUDGET ADJUSTMENTS TO THE ANNUAL ASSESSMENT REPORT.

**Motioned by Council Member Goodson** **Seconded by Council Member Webber**

**AYES: Council Member(s) Thomson, Webber, Riggs, Goodson, Johnstone, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

**14. ANNUAL SANITARY SEWER SERVICE TO BE LEVIED ON THE 2024-25 TAX ROLL**

ADOPTED RESOLUTION NO. 9293 - A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY FOR FISCAL YEAR 2024–25 SEWER SERVICE CHARGES

**Motioned by Council Member Riggs** **Seconded by Council Member Goodson**

**AYES: Council Member(s) Thomson, Webber, Riggs, Goodson, Johnstone, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

**15. LETTER OF SUPPORT IN MARYSVILLE'S DISASTER DECLARATION**

DIRECTED STAFF TO WRITE LETTER TO THE STATE IN SUPPORT OF DECLARING A STATE OF EMERGENCY FOR THE CITY OF MARYSVILLE.

**Motioned by Council Member Goodson** **Seconded by Council Member Johnstone**

**AYES: Council Member(s) Thomson, Webber, Riggs, Goodson, Johnstone, Vice Mayor Smith, Mayor Pittman**

**NOES: NONE**

**ABSTAIN: NONE**

**ABSENT: NONE**

# 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.

**None**

# FUTURE AGENDA ITEMS / CORRESPONDENCE

1. Future Agenda Items

**Vice Mayor Smith: Feeding cat problem by the Levi, would like it to be addressed.**

**Council Member Goodson: Would like an update on the Gateway Project.**

**Council Webber: Preferred local contractor Ordinance review.**

**Council Riggs: Fireworks**

**Bill Speer commented on this item.**

2. Correspondence

   i. Pioneer Union Elementary Notice

   ii. Petition to Council

   iii. Butte County Mosquito- Notice

## ADJOURN THE MEETING

The meeting will be adjourned 6:57PM. A regular meeting of the Oroville City Council will be held on August 6, 2024 at 4:00 p.m.

ATTESTED:

Kayla Reaster, Assistant City Clerk

APPROVED:

David Pittman, Mayor

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

**RE:** **TWO-YEAR CONTRACT WITH VERDIN MARKETING TO CREATE AND IMPLEMENT OROVILLE'S COMMUNITY PRIDE AND ECONOMIC DEVELOPMENT MARKETING PLAN**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

A proposed two-year marketing contract with Verdin Marketing (Verdin) for $100,000 per year to implement the approved marketing strategy, plus up to $25,000 per year for optional tasks is being recommended by staff.

## DISCUSSION

In September 2023 the Council approved the research and basic marketing strategy laid out by North Star Place Branding. The strategy and branding plan seeks to accurately portray and promote the city and region while at the same time resonating with residents, visitors and businesses. The three targeted focus areas are:

1. Enhance community pride
2. Promote the City as a premier destination for tourism
3. Attract development housing and job creation

On January 9, 2024, staff issued a Request for Proposal (RFP) for marketing services and received 18 responses. The Creative Team (Team), comprised of three Council members and 4 staff, reviewed each proposal and determined that four best met the desired criteria and were invited to provide presentations to the Team. Using objective criteria including the proposal, presentation, and cost, the Team chose Verdin Marketing.

Verdin proposed three levels of service with costs commensurate with each level. To keep costs low and maximize services, staff request a blended approach between the conservative and moderate level. By capitalizing on current efforts being made by in house staff in the areas of economic development and the efforts by Explore Butte County, staff has proposed that Verdin provide collateral to assist efforts in those areas and provide additional content not otherwise included in the conservative plan for at least the first of the two-year period.

Specifically, Verdins approach will be the following:

- Spend 1-3 months ‘onboarding’ by absorbing North Star’s thorough research, connecting with key stakeholders, and developing a refined action plan, schedule, and budget. Estimated cost $30,000
- Collaboration with staff for specific outreach to the three areas of focus over the remaining two-year period.
- Staff anticipate 50% of the first-year cost following the onboarding period, would be dedicated to internal branding with the goal of creating a more positive image and an increased sense of community worth. Estimated costs $35,000
- 25% of the anticipated first-year cost would be dedicated to each of the areas of community development and to tourism. Estimated at $17,500 each.

Lastly, the Team recommends that Community Development Director (Pat Piatt) be named as the “Brand Leader” to lead the city’s effort, to be backed up by two staff members of the creative team.

**FISCAL IMPACT**

The FY 2024/25 and 2025/26 budgets not to exceed $125,000 each would be appropriated for this contract from the General Fund.

**RECOMMENDATION**

Approve the proposed two-year contract with Verdin Marketing, including:

a. A two-year marketing plan @ $100,000 per year.

b. Authorizing the City Administrator to approve up to $25,000 per year for additional services if recommended by the Creative Team.

c. An option to extend the contract with Verdin for up to two additional years with Council approval.

ATTACHMENTS

1. Attachment A: Verdin February 15, 2024 Proposal and Budget with cover outline;
2. Attachment B: Proposed two-year budget; and
3. Agreement 3514- Draft professional services contract with Verdin.

February 15, 2024

City of Oroville

# Proposal for Marketing Services



# Let's take the City of Oroville to the next level, launching the new brand identity to new heights with actionable strategy.

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At Verdin, we are passionate about transforming communities through actionable strategies that drive tangible results. As we envision the future of Oroville, we are eager to move into the next phase of the robust brand buildout: laying down the groundwork for a dynamic brand implementation that resonates deeply within the community. With a rich history of crafting compelling and impactful brands for diverse destinations, our team stands ready to bring our expertise and dedication to your city's economic growth initiatives.

Building upon the momentum generated by your recent branding efforts and strategic groundwork, we aim to harness this energy and translate it into meaningful action. Leveraging our extensive experience in business improvement district marketing, we are uniquely positioned to address the multifaceted needs outlined in your Request for Proposal, spanning Residential, Commercial, and Industrial Development, Tourism and Visitor Attraction and Building Community Pride.

We commend the comprehensive research and groundwork undertaken with North Star, which has laid a solid foundation for Oroville's brand evolution. By aligning our professional insights and data-driven approach with your existing plans, we envision a comprehensive marketing strategy that propels Oroville towards a future of prosperity and vitality.

We are eager to collaborate closely with your team, leveraging our collective expertise to drive the success of Oroville's brand transformation. Together, let us seize the opportunity to shape a vibrant future for Oroville that resonates with residents, businesses and visitors alike. Thank you for considering Verdin as your partner in this exciting journey. We eagerly anticipate the opportunity to contribute to the enduring success of Oroville's brand identity.


Mary Verdin

*President & CEO*
mary@verdinmarketing.com | (805) 541-9005
P.O. Box 3060, San Luis Obispo, CA 93403
DBE Firm No. 42625
CSDA Members

# What Sets Us Apart

## Integrity-Based Marketing

Integrity is a principle that has guided our agency since its founding. Verdin believes in detailed and transparent reporting, and we will include as much detail on our invoicing as you want to see. We don't feign perfection in situations where improvements can be made. Instead, we make recommendations and constantly improve outreach efforts so results keep getting better.

## Creative Rooted in Strategy

Research into the lifestyles, behaviors and desires of your target audience guides our creative team to develop advertising messages that resonate. Our team makes strategic recommendations and works with you to craft campaigns that embody your brand and what it promises — and you'll have a lot of fun
with us along the way.

## Experience & Expertise Working with Cities and Destinations

One of Verdin's strengths as a full-service marketing and advertising firm is positioning the desirable attributes of a community to create a sense of place. Our team knows how to build awareness among a range of audiences through compelling creative. We know how to build consensus among multiple stakeholder audiences with different needs, and we also enjoy collaborating with clients and partners. We are dedicated to transparency and providing clear communication and information at all times.

# Names We Stand Behind

Opportunities

# Let’s Talk About You



# Oroville is a work in progress,

**And like any work in progress, you need to have the right tools at your disposal to get the job done.**

You are already laying strong foundations for economic development and increased local love. Now we just need to make sure that those foundations are providing the legs to meet your goals. We are big fans of the recent rebrand, and we think that the sooner you can get it into people's hands - and hearts - the better.

That's why we wanted to give you a head start and create this unique fact sheet in your new brand that will serve as a helpful tool when speaking to potential new businesses or residents.

**Download**



# Scope of Work

The draft consultant contract and insurance requirements are acceptable to our firm as is. We are looking forward to the possibility of supporting the City of Oroville and diving into the following areas.

## DEVELOPMENT

### Residential Development:

Verdin would conduct targeted outreach to single- and multi-family market rate housing developers, aligning with the city's focus on market-rate housing. Collaboration with stakeholders would ensure the development meets Oroville's growth objectives while leveraging existing affordable housing initiatives. Our approach would emphasize quality, sustainability and community integration, fostering vibrant residential neighborhoods that attract residents and investors alike.

### Industrial Recruitment:

We would implement a robust industrial recruitment strategy, targeting biomass and wood processors, energy companies and other enterprises poised to capitalize on Oroville's abundant natural resources. Through targeted outreach and promotion of Oroville's industrial advantages—such as ample land, robust infrastructure and favorable utilities—we would attract diverse industries to the region. Leveraging updated data and insights to tailor our approach, we would ensure alignment with current market trends and opportunities.

### Commercial Investment:

Our marketing efforts would extend to commercial investment, encompassing advertising in relevant media, direct mail campaigns and participation in trade shows dedicated to recruiting industry, retail, hospitality, small businesses and office investments. With a focus on showcasing Oroville's unique selling points and investment opportunities, we would position Oroville as an attractive destination for commercial ventures. Our collateral materials would further reinforce Oroville's appeal, providing investors with compelling insights and resources to support their decision-making process.

### Image Building and Collateral Development:

We would aid in the development of an image library and collateral materials tailored to Oroville's target markets, enhancing marketing efforts across various platforms. Through captivating visuals and impactful messaging, we would successfully showcase Oroville's strengths and opportunities, fostering positive perceptions and driving interest among investors and stakeholders.

## TOURISM

### Optimizing Partnerships:

The first step would be to assess Oroville's contributions to its existing visitor attraction partners and identify areas for improvement. By conducting surveys and research, we'd glean valuable insights into current perceptions and opportunities for collaboration. Our comprehensive plan, crafted with a keen understanding of Oroville's unique strengths and challenges, will aim to foster stronger relationships and ensure alignment with shared objectives.

### Developing Compelling Materials:

Building on insights from previous branding consultations, we would develop captivating visitor attraction materials that resonate with target audiences. These promotional campaigns would utilize cutting-edge advertising and social media strategies to amplify Oroville's appeal. By harnessing the power of storytelling and visual imagery, we'd create a compelling narrative that showcases Oroville's diverse attractions and experiences.

## COMMUNITY PRIDE

### Engaging Outreach:

We would work with the City of Oroville staff to collaborate closely with schools, civic organizations, professional associations and nonprofits in Oroville and the surrounding region. Through focus groups and meetings, we'd craft compelling messaging that resonates with the community's values and aspirations.

### Community Engagement:

Drawing from our extensive experience, our team would develop activities and programs that inspire community engagement. By leveraging successful strategies from past projects, our team would create unique initiatives that encourage participation and foster positive perceptions of Oroville.

### Collateral Materials:

An important aspect of connecting locals to the brand is to provide a suite of collateral materials focused on building community pride. From toolkits and logo lockups to posters, flyers and social media assets, we would assist in the buildout of these materials to equip residents and partners with the tools they need to share their pride in Oroville. Additionally, we'd provide guidance on effective messaging and hashtags to amplify community pride online.

### Local Advertising and Public Service Announcements:

Our team would craft local advertising and public service announcements highlighting stories of success and heroism within the Oroville community. Working closely with our paid media experts, we would develop a targeted media plan to ensure these narratives reach their intended audience effectively.

# The City of Oroville knows exactly what it brings to the table.

You did the research, and we know that Oroville is proud to be a place where people belong, along the water.

**Let's bring that story to life, using tried and true strategies to launch the vision into reality. Here is our approach to the action items.**

- **Brand Leader:** Because establishing a new brand requires dedicated time and an expert awareness of the destination, we would recommend assigning a staff member to this position. Your brand leader should be knowledgeable about Oroville and well connected in the community. He or she will act as the liaison between the selected contractor and the City Council, along with other local partners, businesses and organizations, such as Explore Butte County, Chamber, Downtown Oroville and Oroville Economic Alliance.
- **Branded PowerPoint Presentations:** North Star provided clear and helpful guidelines for what content to present and how to ensure each presentation has a lasting impact on different audiences in the community. We would build on that direction by creating three distinct branded decks, focused specifically on the areas mentioned in the RFP - Economic Development, Tourism and Community Outreach. By narrowing the content and making it niche to each key audience, the overall message and branding efforts will more strongly resonate.
- **Identify Consumer Touchpoints:** As determined in the action plan presented to City Council, maintaining and organizing a list of necessary touchpoints that require a branded element is essential to developing brand trust and recognition for Oroville. In addition to assigning the brand manager to expand upon the current list and filter into priority levels, we would develop a robust timeline and estimates to assure a timely rollout. Additionally, we would provide strategic consideration and execution tips for each piece (e.g., where to distribute for maximum value, talking points for collateral pieces placed in local businesses, etc.).
- **Branded Merchandise:** We have extensive experience with design and development of branded merchandise for several destination clients, and we understand the importance of creating quality pieces to expand the visual recognition of the brand. North Star included a robust list of merchandise that aligns with the Oroville brand promise and the overall offerings of the community. To ensure a realistic and effective rollout, we would also recommend choosing three to five of the most widely popular pieces, designing them within the brand identity and assisting with a distribution plan.
- **Digital and Social Media:** Engaging audiences through the digital and social media landscape is imperative, and using these platforms as an opportunity to showcase the new branding will lead to increased recognition and trust. We see a few options for this - depending on the scope of work, our team would recommend either of the following:
    - Creation of customizable social media templates in a shared design platform (Canva, Adobe Express, etc.) to be edited and used by Oroville staff to keep branding consistent while running this in house
    - Full implementation of social media calendars, including planning, copywriting, photo and video sourcing, publishing and monitoring

# Additional Opportunities

- **Engage City Employees:** Upon reviewing the action steps presented by North Star in this section, we resonate strongly with the planning of a kick-off event for City employees. Our team has experience with brand launch events for a variety of clients, and we recognize the importance of internal stakeholder buy-in to paint a positive picture in the broader community. Given our work in this space, we would recommend tactics to execute in the planning stages of said event, including a thorough agenda, collateral, merchandise and PowerPoint development. The other considerations presented should be approached in a phased manner, in order of priority to be determined by the chosen contractor and the City.
- **Build Community Pride:** In addition to a phased approach to the numerous and beneficial ideas presented in the North Star presentation, we would strongly suggest presenting a detailed and comprehensive PowerPoint to local organization that will act as ambassadors for the brand, including the Chamber of Commerce, County Board of Supervisors, Explore Butte County and Downtown Oroville members. We've seen firsthand the impact of community engagement, and we find one of the best approaches is to make information available and transparent to partners. We have also been directly involved in creating videos to promote different neighborhoods within several cities, to build pride on a micro and macro scale.
- **Create Cost-Effective Signage:** Wayfinding signage is an effective way to implement the new City of Oroville brand in a way that shows the city's personality and reinforces the refreshed look. After conducting a site analysis and mapping out routes, we can help to design a signage system that prioritizes the key areas to promote and enhances the experience of exploring the city to both residents and visitors.
- **Demonstrate Benefits of Economic Development:** It is critical for a city to have strong economic development support to be vibrant and healthy. The ability to show sustained job growth and have an eye focused on innovation will both attract businesses to locate or relocate to Oroville, and stimulate new start-up businesses ventures. This will, in turn, create an environment that brings talent. The resulting increased tax revenues will continue to help the city improve infrastructure and stimulate an enhanced quality of life.
- **Invite and Inspire Visitors:** Oroville has the assets to inspire travel. Our job (and sweet spot) is telling the stories that attract visitors and show them the experiences they can have, and memories they can create by planning a vacation in Oroville.

Our Process

# The Verdin 360



# Verdin 360

## Our approach for the City of Oroville

The Verdin 360 is our proprietary process for creating strategies with strong foundations, measurable objectives and clear tactics. Below, we've filled out the three steps of our process— Groundwork, Get Working and Gauge Results—with an approach specifically designed to meet your needs.

### 1. Groundwork

**Discover where you are now and plan where you want to go.**

In the Groundwork phase, Verdin will hold an immersion with your key stakeholders to help us establish the history, goals and challenges you are facing. We'll dive into research, gleaning input from key stakeholders to inform our strategies, set objectives to meet your goals and confirm metrics to determine a path forward. Our expertise in branding and communications will inform development of a powerful and engaging approach for Oroville.

### 2. Get Working

**Bring the plan to life.**

In the Get Working phase, our team will execute the approved strategies and develop a plan unique to your needs. Our communications and creative teams will develop content to reach defined audiences through specific channels. In conjunction to being dynamically strategic, our work is strongly driven by data and results. We can also assist as needed in actively managing communications channels, tracking the metrics we defined in the Groundwork phase to determine the impact of the strategies and execution.

### 3. Gauge Results

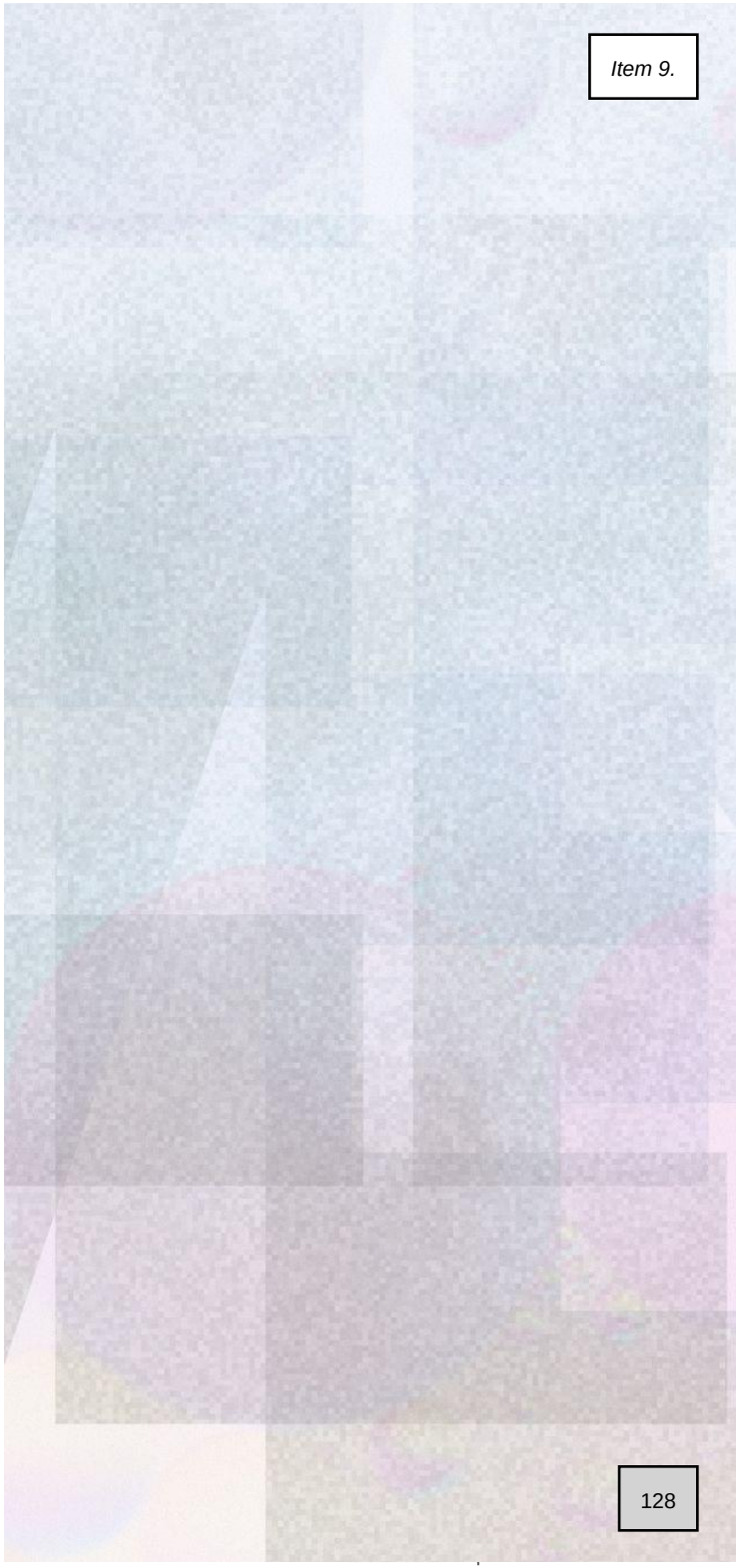
**Evaluate and adjust as needed.**

Using the performance data collected during the Get Working phase, we are able monitor results and adjust as needed to reach your goals should we execute on any marketing tactics listed in the strategies we develop. In this phase, we are able to determine together what is working best and adapt our strategy and tactics to leverage this success. Our reporting system ensures that you see this data on a regular basis in a transparent format that continually offers new recommendations.

Your success is our success!

Budget

# Proposed Scope of Work for Implementation Plans & Budget



# Proposed Scope of Work for Marketing Services



We have developed three budget options for your review, based on the scope of work listed in your RFP. Please note, the scopes of the chosen option will need to be clearly defined and approved following our Groundwork phase; because this is a custom plan, some activities may change based on our recommendations and the approved marketing plans. The scope will be specifically tailored to goals and budget limitations to deliver the best solutions and attain the best results. This budget and scope could span over a two year contract period to fit your needs. If our team was awarded the contract for all three areas, there would be some economy of scale we could provide in executing the work, bringing more value.

| Option One - Conservative Budget | 2-Year | 3-Year |
|---|---|---|
| **Onboarding (This phase would apply to only the initial year of the contract)**<br>• Review of current research<br>• Immersion session with key stakeholders to gain insights and confirm goals<br>• Development of marketing strategies, approved scope of work and budget based on research and insights | **$35,000** | **$35,000** |
| **Residential, Industrial & Commercial Development**<br>• Targeted outreach to single- and multi-family market rate housing developers through strategic partnership building and PR efforts to three identified organizations<br>• Industrial recruitment, including targeted outreach to selected companies in two industries<br>• Advertising through one targeted direct mail campaign and one trade show attendance per year (Collateral Hard-Costs: $3,000/yr)<br>• Development of collateral materials for two identified target markets (Collateral Hard-Costs: $3,000/yr)<br>• Development of an image library from a two-location shoot | **$55,000** | **$88,000** |
| **Tourism and Visitor Attraction**<br>• Support materials and programs to visitor attraction efforts, including partner relations for five main organizations<br>• Development of visitor attraction materials, including a branded visitor map and set of five social media graphic templates (Collateral Hard-Costs: $3,000 per year)<br>• Creation of a library of tourism-specific imagery available for use in marketing<br>• *Year Three Addition: two monthly Localhood (Visit California) social media stories* | **$57,000** | **$91,000** |
| **Building Community Pride**<br>• Outreach to five local organizations including messaging materials, focus groups, coordinating meetings, and PR<br>• Creation of monthly social media calendar of 2-3 posts per week<br>• Development of collateral materials including a toolkit, logo lockup package, posters, flyers, and badges (Collateral Hard-Costs: $3,000/yr)<br>• Targeted perception management (criminal justice and social services data points) integrated into all communications | **$53,000** | **$86,000** |
| **Conservative Budget:** | **$200,000**<br>*$100,000/ yr* | **$300,0**<br>*$100,000/* |

# Proposed Scope of Work for Marketing Services

| Option Two - Moderate Budget | 2-Year | 3-Year |
|---|---|---|
| **Onboarding**<br>• All items noted in option one | **$35,000** | **$35,000** |
| **Residential, Industrial & Commercial Development**<br>• All items noted in option one<br>• Increased housing developer outreach to five organizations and industrial recruitment efforts to three industries<br>• Paid Media Buy ($25,000-$60,000) and testimonial video series<br>• One trade show booth/exhibit and materials (Collateral Hard-Costs: approx $2,500-$5,000/yr)<br>• Increase of Image Library photoshoot to three locations | **$95,000 - $123,000** | **$130,000 - $181,000** |
| **Tourism and Visitor Attraction**<br>• All items noted in option one<br>• Could include creation of one or two 12-part Localhood (VisitCA) Reel series for social posts, optimized for two social platforms (IG & FB) | **$70,000 - $82,000** | **$106,000 - $121,000** |
| **Building Community Pride**<br>• All items noted in option one<br>• Development of a Community engagement program, applicable materials, and social media promotional content (Collateral Hard-Costs: approx $3,000)<br>• Creation of Local Hero & PSA social media campaign with a Paid Media Buy ($15,000) | **$100,000 - $110,000** | **$158,000 - $188,000** |
| **Moderate Budget:** | **$300,000 - $350,000**<br>*$150,000 - $175,000/ yr* | **$450,000 - $525,000**<br>*$150,000 - $175,000/ yr* |

# Proposed Scope of Work for Marketing Services

| Option Three - Robust Budget | 2-Year | 3-Year |
|---|---|---|
| **Onboarding**<br>• All items noted in option one | **$35,000** | **$35,000** |
| **Residential, Industrial & Commercial Development**<br>• All items noted in options one and two<br>• Increase to two booth/exhibits and materials<br>• Increase in Paid Media Buy (+$20,000) and possible direct mail | **$135,000 - $168,000** | **$185,000 - $225,000** |
| **Tourism and Visitor Attraction**<br>• All items noted in options one and two<br>• Development social media content creation of 8-16 social posts per month, on two social platforms (IG & FB)<br>• Possible Paid Media Buy ($20,000-$40,000)<br>• *Year Three Addition: design and printed Visitors Map (Collateral Hard-Costs: approx $10,000-20,000)*<br>• *Year Three Addition: second photoshoot for development of Image Library* | **$90,000 - $122,000** | **$190,000 - $245,000** |
| **Building Community Pride**<br>• All items noted in options one and two<br>• Increase in local community organization outreach in up to ten local organizations<br>• Development of possible additional Community engagement program, applicable materials, and social media promotional content (Collateral Hard-Costs: approx $3,000)<br>• Creation and printing of branded merch materials (Collateral Hard-Costs: approx $5,000-10,000)<br>• Increase in Paid Media Buy (+$10,000) | **$140,000 - $175,000** | **$190,000 - $245,000** |
| **Robust Budget:** | **$400,000 - $500,000**<br>*$200,000 - $250,000/ year* | **$600,000 - $750,000**<br>*$200,000 - $250,000/ year* |

About Us & Our Work

# What We Do



# Our Services

When you hire Verdin, you get access to a team of specialists + a full range of marketing services under one roof. And it's all customized to your goals.

## Marketing & Brand Management

- Research
- Identity & Branding
- Marketing Plans
- Image Perception Assessment
- Customer Relationship Management

## Public Relations

- Public Relations Strategies
- Press Release Writing & Distribution
- White Paper Development
- Trade Show Booth Management
- Crisis Communications

## Digital Marketing

- Social Media Strategies & Content Development
- Social Media Monitoring & Management
- Blogging
- Search Engine Marketing
- Mobile Marketing

## Website Development

- Site Planning
- Writing, Designing & Programming
- Search Engine Optimization
- Ongoing Website Maintenance

## Advertising

- Strategic Campaign Concepting
- Digital, Print & Broadcast Advertising Creative Development
- Media Strategies
- Media Buying
- Campaign Monitoring & Reporting

# Internal Process for Client Work

## One Reliable Point of Contact

To keep things streamlined, each of our clients has special attention from one main source of contact. The client's Account Manager manages the budget and coordinates projects — an efficient way to give our clients dedicated attention to a full team of specialists. Our team uses an industry software system called Workamajig to ensure that all of our projects, communications and billing practices are streamlined.

## Transparent Invoicing & Reporting and Reconciliation of Paid Media

We have an uncompromising commitment to transparency in billing and reporting, so our clients have all the information they want to see in each report. If applicable, media will be reconciled each month and adjusted as needed. We will provide reporting and updated invoices as needed as back up for any adjustments.

## Client Sign-off

Our policy is clear and straightforward: no actions are undertaken without the client's approval. This goes for purchasing, too. Before printing or purchasing, we provide initial estimates with recommendations, so clients may consider pricing options.

## Billing & Related Requirements

Invoices are payable net 30, and Verdin does not offer any discounts for early payment. Payments are accepted via ACH and by check, and credit card payments are accepted with a 3.5% service charge.

## Sales and Use Taxes

Taxable items are identified within the budget management. Verdin's bookkeeper will include appropriate tax on invoices and your Account Manager will verify all tax charges before you receive the invoice.

# Results from our quarterly client surveys

The most reliable references we have are our clients. See what they have to say:

We love Verdin and have enjoyed a solid partnership over the past 5+ years! Looking forward to continued success, engagement and the positive results we've experienced.

—Terrie Banish, Deputy City Manager, Outreach, Events and Promotions, City of Atascadero

The team has been incredible! They have been flexible with changing priorities, always meeting deadlines and delivering top notch work in all situations. They listen to feedback and come back with a solution-minded response. It has been a pleasure to work with the team this year.

—Molly Cano, City of San Luis Obispo Tourism Manager

The professionalism, enthusiasm, and attention to detail of the Verdin Team is amazing!

—Jocelyn Brennan, Former South County Chambers CEO & Arroyo Grande Tourism Manager

We appreciate your team's willingness to always work with us and come at projects creatively. Ashlee Akers has been a godsend this past year especially, and we're so grateful for all that your team does.

—Brittney Hendricks, VP/Marketing & Communications, Visit Oxnard

An excellent company, great talent, great leadership.

—Alan Iftiniuk, President/CEO French Hospital Medical Center

## Overall ratings from our last quarterly survey

*(out of five stars)*:

Client service: 

Creativity: 

On time & on budget: 

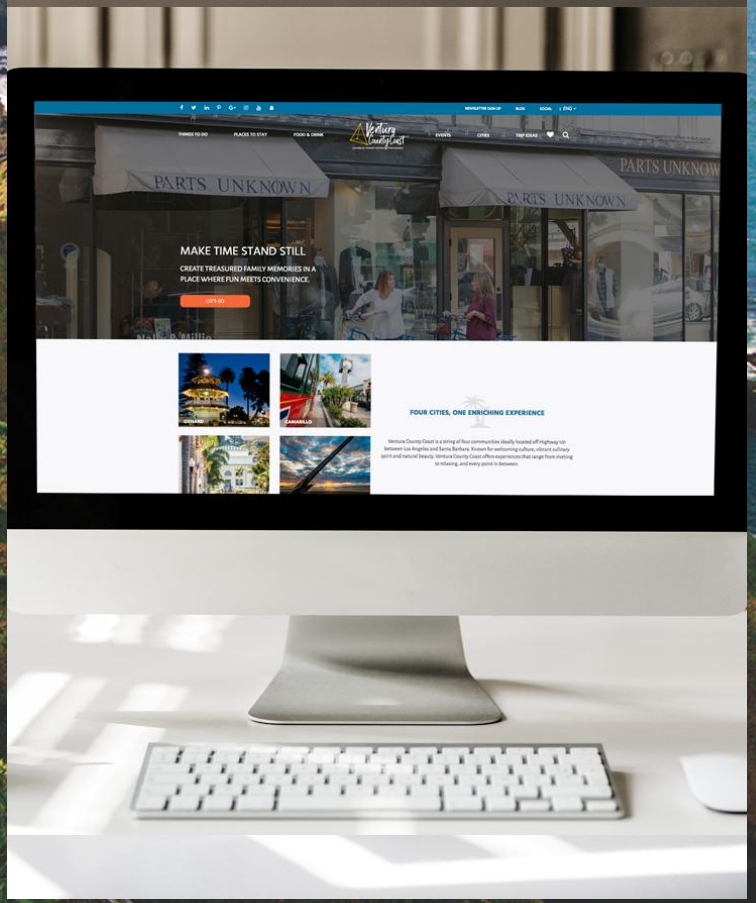
Value: 

# Ventura County Coast

Ventura County Coast

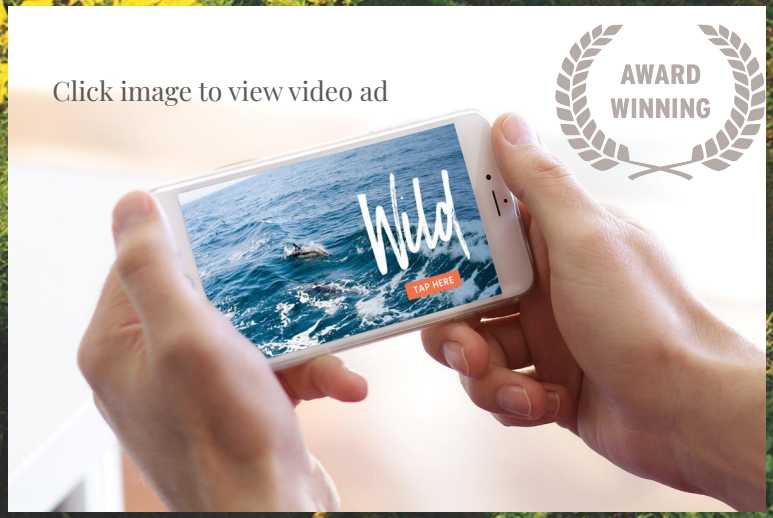
CAMARILLO • OXNARD • VENTURA PORT HUENEME

Click image to view site




Click image to view video ad

AWARD WINNING



## Ventura County Coast Goal

# Increase visitors to Camarillo, Oxnard, Ventura and Port Hueneme.

## Where We Started

How do you market four diverse locations as one experience? Conversely, how do you give equal attention to all participating locations in a collaborative tourism effort? Ventura County Coast was lacking nothing in regards to natural beauty and desirability,

## What We Did

- Created multi-tiered digital strategy to improve ROI with pixel technology and retargeting capabilities
- Created three new, engaging inspiration videos, nine point-of-view retargeting videos, cold-weather campaign videos, and multiple geo-fencing videos
- Revamped the e-newsletter for improved engagement
- Improved website user experience on blog pages, along with adding specialty pages for specific campaigns

## What Happened

- 17 Awards through seven years of work
- Improved new user web visits YOY by 95%, with 99% improvement in total visits
- 22% increased YOY results from digital advertising in both leisure and meetings categories
- The use of digital advertising special campaigns had great success, including cold-weather- triggered campaigns, and meetings and special event geo-fencing campaigns. These exposed new potential travelers in unique locations to the VCC message
- Built retargetable audiences, with over 27 pixels pages, to over 45,000 visitors
- Increased social media followers by 18%

"Having an opportunity to work with the team at Verdin to inspire, engage and drive demand to Ventura County Coast is a true privilege. The partnership we have to make data-driven decisions and the talent we collectively have to turn those insights into action, fuels my passion to be better every day."

Brian Tucker,
Executive Director,
Ventura County Coast
btucker@visitvccoast.com
(805) 644-2500

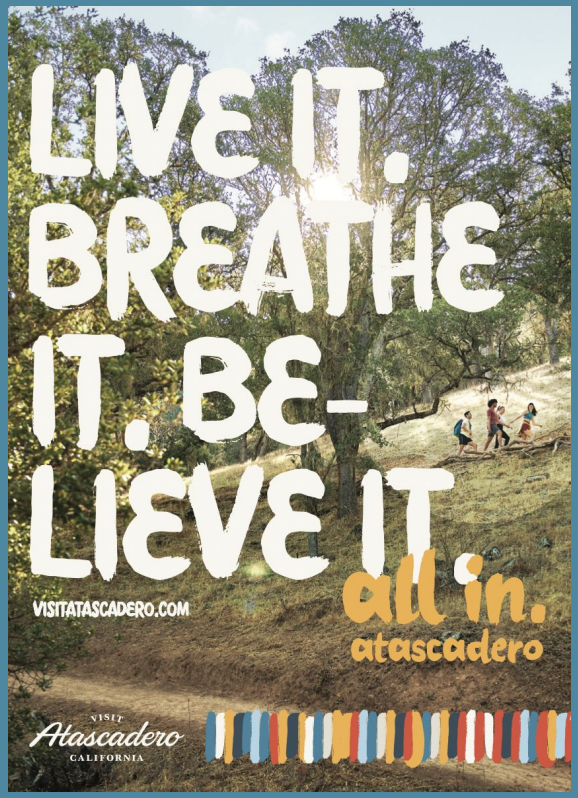
# Visit Atascadero

Atascadero
CALIFORNIA




*Click the phone image to view sample ad.*

all in.
atascadero



## Visit Atascadero Goal

# Increase overnight stays for hotel and motel accommodations in Atascadero.

## Where We Started

When people think San Luis Obispo County, they think rolling vineyards and crashing waves. They don't think "Atascadero." This inland town was struggling to obtain "top of mind" space in comparison to its neighboring communities of San Luis Obispo, Paso Robles.

## What We Did

- Created and launched multiple campaigns for all target audiences
- Created and launched new multi-tiered DSP and social campaigns for leisure and meetings
- Used pixel technology to create retargetable audiences
- Hosted 23 journalists during the NATJA FAM tour in collaboration with SLO CAL
- Held Media desksides with AAA domestic travel representatives during Seattle press trip

## What Happened

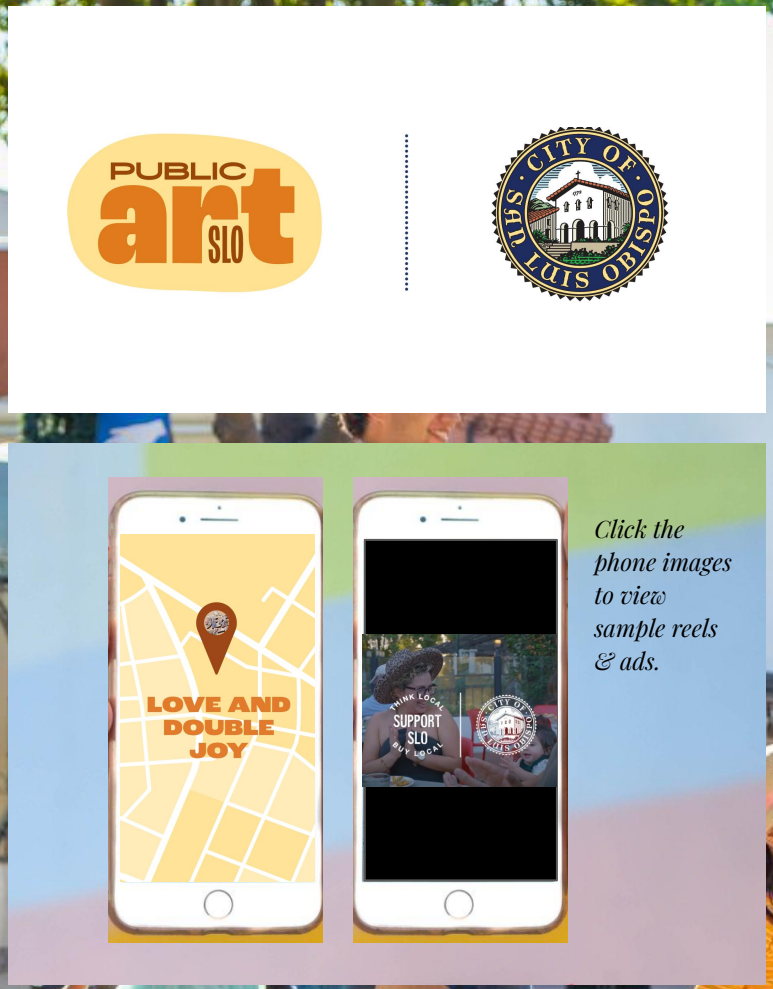
- ADDY awards for "Closer Than You Think" and "All In" campaigns
- Through digital advertising, the destination received 335% improvement in website visits YOY (fiscal year 2017-2018 to the fiscal year 2018-2019)
- Digital impressions grew by 79% YOY with the same budget
- Engagement (clicks) on digital advertising improved 60% YOY
- Average click-through-rate for digital campaigns improved from 1.2% to 2.01% YOY
- Built retargetable audience to over 30,000 website visitors

AWARD WINNING

"We are very fortunate as a city to have acquired Verdin's services. Their level of professionalism, execution, and positive personalities are second to none. I can with complete confidence recommend Verdin to anyone looking to market and promote their destination, business, and/or organization."

Amar Sohi
Current Board Member | Past Chair, Visit Atascadero
asohi@hieatascadero.com
(805) 462-0200

# City of San Luis Obispo



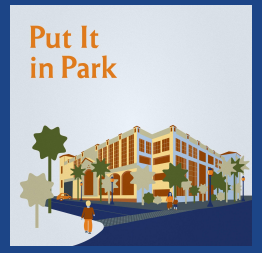

*Click the phone images to view sample reels & ads.*

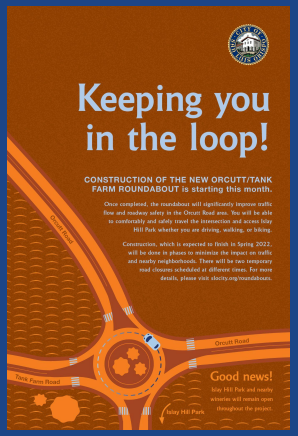
## *City Construction Projects*

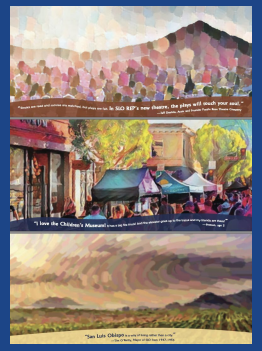








*Click image above to view video of the construction fence*

# City of San Luis Obispo Projects

## Where We Started

Verdin has worked with the City of San Luis Obispo in different capacities throughout the years but in 2022 Verdin became listed as a preferred vendor and, for the past two years has been able to efficiently work on a variety of projects to support the community. The team has been able to maximize efficiency in branding and messaging efforts across different projects to become a trusted partner for the City.

## What We Did

- Communications around Marsh Street Bridge renovation
- Communications around Orcutt/Tank Farm Roundabout construction
- Communications for the Prado Road Bridge Replacement and Interchange Projects
- Annual “Shop Local” Campaigns to encourage residents to spend locally
- SLO Public Art branding and strategies
- Cultural Arts District Parking Structure construction communications

## What Happened

- The “Shop Local” campaign generated more than $940,000 in direct spending supporting the local economy
- Successful completion and positive community engagement on multiple infrastructure and transportation projects
- Reached more than 560,000 people encouraging them to explore the arts in the community through social media and paid tactics
- Award winning campaign for the “Love SLO like you mean it” video series that launched during the Pandemic to support the local business community

“The team has been incredible! They have been flexible with changing priorities, always meeting deadlines and delivering top notch work in all situations. They listen to feedback and come back with a solution-minded response. It has been a pleasure to work with the team this year.”

Molly Cano
Tourism Manager
City of San Luis Obispo
mcano@slocity.org
(805) 781-7165

Who We Are

# Our Team

## We are

### Obsessed with integrity

We are devoted to our work and maintain a high level of transparency with our clients

### Passionate about strategy

We are dedicated to understanding your goals, reaching your audiences and delivering the best marketing support

### Building our brand for 20 years

We have cultivated a stellar reputation through years of responsive service

### A tight-knit team bursting with talent

We are small but mighty—we have the agility to completely focus on you and your needs

# Verdin's Key Personnel

Meet the team designated to be on point for your marketing needs. These individuals are supported by a larger group of team members who will assist on your work behind the scenes as needed.



## Mary Verdin

President & Chief Executive Officer

Role: Participates in discovery and initial meetings, provides ongoing strategic input.

Mary has more than 30 years of marketing experience and an energy that keeps ideas fresh and strategic. Her personal list of awards, combined with the industry awards our agency wins every year, reflect Mary's proven ability to create communications success for clients. An innate problem solver and natural leader, she founded Verdin more almost 20 years ago and continues to grow the firm with a gusto for finding ways to give back to the community.

Experience, Credentials and Education:

- Relevant experience: strategically involved in work performed for all Verdin clients, notably those listed as work samples and references in this proposal
- Pacific Coast Business Times Awards: 40 Under 40; Top 50 Women in Business; Who's Who in Marketing & PR
- Stevie Award—Women in Business
- PRSA Professional of the Year
- Rotarian of the Year, 2002 & 2023
- Leadership SLO, Class IV & Leadership California, Class 24
- Past Chair & Director, SLO Chamber of Commerce Board
- President's Award, National Philanthropy Day, AFP
- UC Davis: Psychology



## Ashlee Akers

Partner & Chief Strategy Officer

Role: Participates in strategic planning meetings, oversees and reviews branding and marketing strategies.

Ashlee guides Verdin's account staff with enthusiasm, and plays a leading role in all client work. Her friendly and dynamic personality makes our clients instantly feel comfortable and confident. She is the master of surpassing client needs with an unwavering devotion to achieving stellar results.

Experience, Credentials and Education:

- Relevant experience: strategically involved in the work performed for all Verdin clients, notably those listed as work samples and references in this proposal
- Partner at Verdin; 13 years with agency
- 15 years of experience in tourism marketing and advertising
- San Luis Obispo Tribune Top 20 Under 40
- Pacific Coast Business Times Who's Who in Marketing & PR
- Serves on Central Coast Tourism Council Board of Directors
- Serves on marketing and branding committee for Visit SLO CAL
- Cal Poly, San Luis Obispo: Agriculture Science/Agricultural Business

# Verdin's Key Personnel



## Allie Rohlfs

Account Manager

**Role: Provides day-to-day support through various marketing channels, including public relations, web, email marketing, social media and more.**

Allie oversees client accounts, collaborates with cross-functional teams and ensures successful marketing strategy implementation. Using her communication and organizational skills, she facilitates coordination among team members, stakeholders and clients. Allie works remotely and resides in the East Bay Area.

Experience, Credentials and Education:

- Relevant experience: Facilitates day-to-day communication and implementation of all campaigns and deliverables, notably within listed work samples, Greater Vallejo Recreation District, Visit Concord and City of SLO Public Arts
- Cal Poly, SLO: Journalism and World Languages & Cultures



## Riley Grim

Creative Director

**Role: Participates in creative planning, develops brands, campaign and ad concepts and oversees all creative work.**

Riley is the helm that steers Verdin's creative team right direction. Her keen eye and strategic mind lead Verdin to produce work that is strikingly distinct.

Experience, Credentials and Education:

- Relevant experience: extensive experience in branding from brand concept development to keeping established brands current and resonating with audiences through all marketing channels
- 14 years design experience in various industries
- Chico State University: Communication Design with a focus in Media Arts and minors in International Studies and Set Design

# Subcontractor: Mosaic Media

The Verdin team has a close partnership with the Mosaic Media team who strategizes, plans and implements all of the media buys for our clients.



## Mary Ann Pruitt

President & CEO

ROLE: Oversees operations and services for Mosaic clients.

Mary Ann started her career in media by working as a senior sales executive for some of the nation's largest media outlets. After discovering her talent and love for all things media strategy, she founded Mosaic as a way to provide niche expert experience to agencies and marketing departments across the country. Her hard work and savvy strategy skills have led Mosaic to year-over-year growth, and has expanded her impact as an industry leader in all things traditional, digital, and everything in between. Mary Ann's hands on approach ensures she understands the moving parts of Mosaic at all times, allowing her to provide tailored insight and guidance to the Mosaic team and her clients. Client success is her No. 1 priority and how she measures her own accomplishments, all of which is apparent in her tireless drive and strategic approach to every project.

### EXPERIENCE, CAPABILITIES AND CREDENTIALS:

- Strategically involved in media buys for Mosaic clients
- 2020 award from Cynopsis Media naming her as a Top Woman in Media



## Arturo Cosio

Director of Brand Partnerships

ROLE: Participates in discovery and initial meetings, plans and executes media buys for Verdin's clients.

Arturo Cosio has a passion for playing with numbers and turning them into results for clients in the ever changing landscape of marketing. As Director of Brand Partnerships, he is responsible for establishing relationships with other agencies and businesses to help either grow their marketing services or promote their products and services with our award-winning media team. He works closely with all team members at Mosaic to assess our partners' needs, set up goals, and create effective marketing strategies to achieve long term success. Arturo has been the bedrock of many of Mosaic's partners throughout the years. His calm, reassuring demeanor and experience will keep projects moving seamlessly on time and on budget, and giving our partners one less thing to worry about.

### EXPERIENCE, CAPABILITIES AND CREDENTIALS:

- Strategically involved in planning and executing media buys for Verdin
- Degrees in Marketing and Business Management

Verdin's Mission Statement

# We help build strong communities through strategy, consensus and storytelling

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# Proposed Budget for Marketing Services

Please note, the scope of work will need to be clearly defined and approved following our Onboarding, which includes the Immersion Session and Marketing Plan development. Because this is a custom plan, some activities may change based on our recommendations and the approved marketing plans. The scope will be specifically tailored to goals and budget limitations to deliver the best solutions and attain the best results. The second year deliverables will align with the refreshed marketing strategies.

| Proposed Budget for Two-Year Contract | Year 1 | Year 2 |
|---|---|---|
| **Year 1: Onboarding and Strategy Development**<br>• Review of current research<br>• Immersion session with key stakeholders to gain insights and confirm goals<br>• Development of marketing messaging and strategies for earned, owned and paid channels and approved scope of work and budget based on research and insights<br>**Year 2: Evaluation of success and opportunities from initial year and updated recommendations and strategies for second year** | **$30,000** | **$5,000** |
| **Building Community Pride**<br>• Outreach to five local organizations including messaging materials, focus groups, coordinating meetings, and PR<br>• Development of collateral materials including a toolkit, logo lockup package, posters, flyers, and badges (Collateral Hard-Costs Est: $3,000/yr)<br>*Targeted perception management (criminal justice and social services data points) integrated into all communications* | **$35,000** | **$47,000** |
| **Tourism and Visitor Attraction**<br>• Support materials and programs to visitor attraction efforts, including partner relations for five main organizations | **$17,500** | **$24,000** |
| **Residential, Industrial & Commercial Development**<br>• Creative development of collateral materials for tradeshows (print/production costs will be additional and dependant on quantity and specifications) | **$17,500** | **$24,000** |
| **Total Budget:** | **$100,000** | **$100,000** |
| **Possible Contingency Budget**<br>This budget would be dependent on the City of Oroville's specific needs but could include a variety of the following services:<br>• Content recommendations and/or development of visuals for current advertising<br>• Development of videos and/or PSAs specific to City needs and messaging strategies<br>• Development of crisis or reactive messaging needed by the City | **Up to $25,000** | **TBD** |

# AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on this ___th day of _____, 2024, at Oroville, California, by and between the City of Oroville, a California Charter City, 1735 Montgomery Street, Oroville California, 95965 (hereinafter referred to as the "CITY") and Verdin Marketing, PO Box 3060, San Luis Obispo, CA 93403 (hereinafter referred to as the "CONTRACTOR").

RECITALS

A. The CITY proposes to contract for professional services as outlined below;

B. The CITY conducted an RFP issued in January of 2024, and selected CONTRACTOR as the preferred service provider;

C. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;

NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. SERVICES.
The CONTRACTOR shall perform those services set forth in "Exhibit A," which is attached hereto and incorporated herein by reference.

2. TERM OF AGREEMENT.
The term of this contract shall commence upon execution by both parties and shall expire on June 30, 2026 unless extended in writing in advance by both parties per Section 6 of this Agreement.

3. TIME OF PERFORMANCE.
The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until June 30, 2026, unless extended in writing by the CITY and Contractor.

4. PAYMENT FOR SERVICES.
The CONTRACTOR shall be compensated in an amount not to exceed $125,000 for services provided pursuant to this Agreement as described in "Exhibit B." Compensation shall under no circumstances be increased except by written amendment of this Agreement. The CONTRACTOR shall be paid within forty-five (45) days of presentation of an invoice to the DISTRICT for services performed to the DISTRICT's satisfaction. The CONTRACTOR shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by the DISTRICT.

5. CONTRACT ADMINISTRATION.
5.1. The CITY's Representative. Unless otherwise designated in writing, Patrick Piatt shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.

5.2. Manager-in-Charge. For the CONTRACTOR, Verdin Marketing shall be in charge of the project on all matters relating to this Agreement and any agreement or approval made by her/him shall be binding on the CONTRACTOR. The Manager-in Charge shall not be replaced without the written consent of the CITY.

5.3. Responsibilities of the CITY. The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services.

5.4. Personnel. The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

6. TERMINATION.

6.1. Termination for Convenience. Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

6.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than five (5) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any additional costs incurred by the CITY in securing the services from another contractor.

7. INDEMNIFICATION.

Contractor shall indemnify and hold harmless CITY from and against all liability arising out of or in connection with Contractor's negligent or wrongful acts, errors or omissions in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement. In the event that CITY is named as a party defendant in a lawsuit alleging injury as a result of Contractor's negligent or wrongful performance under this Agreement, Contractor shall defend CITY with counsel approved by CITY, which approval will not be unreasonably withheld, and bear responsibility for attorney's fees, expert fees and all other costs and expenses of litigation. Should conflict of interest principles preclude a single lawyer from representing both CITY and Contractor, or should CITY otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the CITY its costs of defense, including without limitation reasonable

attorney's fees, expert fees and all other costs and expenses of litigation. Contractor shall promptly pay any final, non-appealable judgment rendered against the CITY. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California but the indemnity obligation will exclude such loss or damage which is determined to be caused by the sole negligence or willful misconduct of the CITY.

The obligations established by this paragraph will survive termination of this Agreement. For purposes of this paragraph:

• CITY means the CITY Council and its subordinate bodies, elected and appointed CITY officials and officers, CITY employees and authorized agents and volunteers of the CITY.

• Liability means any claims or causes of action raised or asserted by, damage to, loss or expense incurred by or judgments rendered in favor of persons or entities not a party to this Agreement.

• The types of damages included within this indemnity obligation include, but are not limited to, personal injury, bodily injury, death, loss of use, and damage to or loss of real and personal property.

• The indemnity obligation of this paragraph includes all forms of negligent acts, errors and omissions, wrongful behavior and willful misconduct (including but not limited to breaches of professional standards of care, if applicable, and breach of contract) by Contractor and any of its officers, agents employees and subcontractors.

8. INSURANCE REQUIREMENTS.

8.1. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:

8.1.1. Workers' Compensation Coverage. The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all the subcontractor's employees. Any notice of cancellation or nonrenewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for CITY. This provision shall not apply if the CONTRACTOR has no employees performing work under this Agreement.

8.1.2. General Liability Coverage. The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars ($1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this

Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

8.1.3. Automobile Liability Coverage. The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than three hundred thousand dollars ($300,000) combined single limit for each occurrence. If CONTRACTOR or CONTRACTOR's employees will use personal autos in any way on this project, CONTRACTOR shall obtain evidence of personal auto liability coverage for each such person.

8.1.4. Professional Liability Coverage. The CONTRACTOR shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONTRACTOR's operations under this Agreement, whether such operations be by the CONTRACTOR or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than two-million dollars ($2,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis.

8.2. Endorsements. Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-:VII. Each general liability insurance policy shall be endorsed with the specific language of Section 8.2.1 below. CONTRACTOR also agrees to require all contractors, and subcontractors to do likewise.

8.2.1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."

8.2.2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.

8.2.3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

8.2.4. Notwithstanding the provisions included in any of the ISO Additional Insured Endorsement forms, CONTRACTOR acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amounts of coverage required. Any insurance proceeds available to the CITY in excess of the limits and coverage required in this agreement and which is applicable to a given loss will be available to the CITY.

8.2.5. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents regardless of the applicability of any insurance proceeds, and agrees to require all subcontractors to do likewise.

8.2.6. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, employees, agents, or volunteers.

8.2.7. The insurance provided by this policy shall not be suspended, voided or reduced in coverage or in limits except after thirty (30) days' written notice has been submitted to the CITY and approved of in writing, except in the case of cancellation, for which ten (10) days' written notice shall be provided.

8.2.8. Contractor agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

8.3. Self-Insured Retention/Deductibles. All policies required by this Agreement shall allow CITY, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the CONTRACTOR (as the named insured) should CONTRACTOR fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the CITY Attorney. CONTRACTOR understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by CONTRACTOR as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should CITY pay the SIR or deductible on CONTRACTOR's behalf upon the CONTRACTOR's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, CITY may include such amounts as damages in any action against CONTRACTOR for breach of this Agreement in addition to any other damages incurred by CITY due to the breach.

8.4. Certificates of Insurance. The CONTRACTOR shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CONTRACTOR shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.

8.5. Failure to Procure Insurance. Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 6.2 above.

9. ASSIGNMENT AND SUBCONTRACTING.

The parties recognize that a substantial inducement to the City for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be

permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

10. COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.
The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

10.1. Taxes. The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

10.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

10.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the DISTRICT that the CONTRACTOR 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 legally required of the CONTRACTOR to practice its profession.

11. CONFLICT OF INTEREST.
The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

12. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY.

The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. The CONTRACTOR will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, political affiliation or opinion, medical condition, or pregnancy or pregnancy-related condition. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to include in all solicitations or advertisements for employment and to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

13. RECORDS AND AUDITS.
The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative. All records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

14. OWNERSHIP OF DOCUMENTS.
It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials in its discretion and without further compensation to the CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

15. INDEPENDENT CONTRACTOR.
The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent unless that authority is expressly authorized in writing by CITY.

16. NOTICE.
All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose. Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

CITY:
City of Oroville,
1735 Montgomery Street,
Oroville, California, 95965
Attention: City Administrator

CONTRACTOR:
Verdin Marketing
PO Box 3060
San Luis Obispo, CA 93403
Attention: Mary Verdin

17. GOVERNING LAW.
This Agreement shall be governed by the laws of the State of California. The venue shall be the County of Butte, California

18. ENTIRE AGREEMENT; MODIFICATION.
This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

19. 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. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.

20. 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.

21. AUTHORITY TO ENTER AGREEMENT.
The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this 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.

IN WITNESS WHEREOF, the parties have executed this Agreement the ____ day of _____, 2024.

CONTRACTOR:

_____
{Mary Verdin, President and CEO}

CITY OF OROVILLE:

_____
Brian Ring, City Administrator

APPROVED AS TO FORM:

_____
Scott Huber, City Attorney

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **BRIAN RING, CITY ADMINISTRATOR**
**PAT PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

**RE:** **LEASE / OPERATING AGREEMENT FOR THE OROVILLE CONVENTION CENTER BETWEEN THE CITY OF OROVILLE AND FEATHER RIVER RECREATION AND PARK DISTRICT**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council may consider a lease / operating agreement with Feather River Recreation and Park District for the lease and operation of the Municipal Auditorium.

## DISCUSSION

Staff were directed at the November 7, 2023 regular City Council meeting, to work with the YMCA of Superior California (YMCA) and Feather River Recreation and Park District (FRRPD), on a potential shared use agreement for both of these agencies. Currently, the YMCA leases the Oroville Convention Center and operates / manages the facility (including facility rentals). Due to increasing costs, the YMCA has had to reduce its programs being offered this calendar year. FRRPD has been in the process of looking for an alternative location to run their operations out of (with the pending sale of their facility on Feather River Boulevard). Staff have been meeting with representatives from the YMCA and FRRPD in an effort to find a solution that meets both of their operational needs, and the needs of the community.

This proposed agreement would shift the lease / operating arrangement to FRRPD, providing them a new location for them to operate their services out of, while continuing to provide for a venue for the YMCA to provide their programs out of (currently providing activities for seniors). The terms of the proposed agreement include the following

- One year term with an option to review for four consecutive one-year terms;
- $2,500/month initial base rent (to be reviewed annually), all utilities to be paid by FRRPD as well as reimbursement for facility insurance;
- FRRPD shall work with YMCA to lease portions of the facility to the YMCA;

- FRRPD to manage private event rentals;
- FRRPD to be responsible for regular / minor maintenance matters, the City to be responsible for major maintenance items (mechanical systems, roof, major issues that require replacement of infrastructure).

Please refer to lease / operating agreement for additional details.

**FISCAL IMPACT**

The City will realize general fund revenue of $30,000 in year one of the agreement, and also see savings in facility insurance and utility costs currently being paid for by City.

**RECOMMENDATION:**

Adopt Resolution No.9296 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EXCLUSIVE OPERATING / LEASE AGREEMENT WITH THE FEATHER RIVER RECREATION AND PARK DISTRICT FOR THE OPERATION OF THE CONVENTION CENTER LOCATED AT 1200 MYERS STREET, OROVILLE – (Agreement No. XXXX); and

Terminate existing agreement with the YMCA of Superior California.

**ATTACHMENTS:**

Resolution No. 9296
Agreement No. 3516

**CITY OF OROVILLE**
**RESOLUTION NO. 9296**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXCUTE AN EXCLUSIVE OPERATING / LEASE AGREEMENT WITH FEATHER RIVER RECREATION AND PARK DISTRICT FOR THE OPERATION OF THE CONVENTION CENTER LOCATED AT 1200 MYERST STREET, OROVILLE**

**(Agreement No. 3516)**

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

1. The Mayor is hereby authorized and directed to execute an exclusive operating / lease agreement with Feather River Recreation and Park District for the operation of the Convention Cener located at 1200 Myers Street, Oroville.

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

**PASSED AND ADOPTED** by the Oroville City Council at a special meeting on August 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Kayla Reaster, Assistant City Clerk

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

**Agreement #3516**

THIS EXCLUSIVE OPERATING AND LEASE AGREEMENT is made this 6th day of August, 2024, between the City of Oroville ("Landlord"), and The Feather River Recreation and Parks District ("Tenant"), effective September 1, 2024.

**BUSINESS TERMS**

| | |
|---|---|
| Landlord: | CITY OF OROVILLE |
| Tenant: | FEATHER RIVER RECREATION AND PARKS DISCTRICT (FRRPD) |
| Premises: | 1200 Myers Street |
| Permitted Use: | Mixed Use Commercial |
| Current Zoning: | CI - Limited Commercial |
| Term: | One year plus an option to renew for four consecutive one-year terms, effective September 1, 2024. |
| Renewal Option: | The renewal option may be subject to a rate adjustment to be determined before the end of the first one-year period. The first year of this amended agreement is a joint effort of the Landlord and the Tenant to determine the viability of this endeavor. |
| Base Rent: | Beginning in year one of the agreement the rent will be $2,500 / month. Future rent to be reconsidered on an annual basis through a collaboration between Landlord and Tenant staff. Rent will be determined by mutual agreement and based upon net revenue generated as a result of the use of this facility and market conditions. Initial rent review will be conducted in August 2025.<br><br>Tenant is to assume cost of all utilities and have accounts put in tenant's name / separate from Lessee, pay for all taxes and insurances required for program activities and general liability for the building and property. |

| | |
|---|---|
| Security Deposit: | Security Deposit of $2,500 is held to mitigate damage that may result to the Premise from business operations. Deposit is returned in full with no interest when Premise has been vacated and inspected by the City of Oroville to assess its condition. |
| Rent Commencement: | Rent, as subject to Paragraph 4, shall commence on the first date of occupancy, prorated if that date should not be on the first day of the month when first occupied. Payments to be made on the first day of each month through the term of this lease and any extensions. |
| Condition of Premises: | The Landlord is to provide Tenant the Premises in its "as is" condition. Tenant is willing to take the Premises in "as is" condition subject to conducting a thorough assessment of the condition of the Premises by Tenant.<br><br>Any improvements by Tenant shall be at Tenant's sole cost and expense. A Tenant Improvement Plan shall be submitted to the City and approved prior to work being performed. |
| Maintenance | Tenant assumes responsibility for all regular maintenance (such as cleaning, recurring maintenance of mechanical systems, replacement of lightbulbs, clearing drains, minor plumbing repairs, etc.), and Landlord will have the responsibility of replacement of major components that are found to be non-operational or excessively problematic (mechanical systems, roof repairs or replacement, major plumbing issues requiring replacement of system elements, etc.). |
| Building Signage: | Signage shall be in conformance with the Zoning Code, sign regulations, and approved by Landlord prior to installation or placement per section 12 of this agreement. All signage shall be at the Tenant’s expense. |

1. **Granting Clause.** In consideration of the obligation of Tenant to pay rent as herein provided and in consideration of the other Terms, covenants, and conditions hereof, Landlord leases to Tenant, and Tenant takes from Landlord, the Premises, to have and to hold for the Lease Term, subject to the Terms, covenants and conditions of this Lease.

2. **Acceptance of Premises.** Tenant shall accept the Premises in its condition as of the Commencement Date, subject to all applicable laws, ordinances, regulations, covenants, and restrictions. Landlord has made no representation or warranty as to the suitability of the Premises for the conduct of Tenant's business, and Tenant waives any implied warranty that the Premises are suitable for Tenant's intended purposes. In no event shall Landlord have any obligation for any defects in the Premises or any limitation on its use. The taking of possession of the Premises shall be conclusive evidence that Tenant accepts the Premises and that the Premises were in good condition at the time possession was taken except for items that are Landlord's responsibility, including items relating to unrepaired fire damage.

3. **Use.** The Premises shall be used only for the purpose of providing activities consistent with current activities provided by Tenant, and Tenant shall work with YMCA to lease portions of the facility to the YMCA as agreed upon by each party. Such agreement to remain separate from this agreement between Landlord and Tenant. The facility will primarily be used for, but not limited to, physical exercise activities for all ages. The facility will be utilized for all activities that will enhance the quality of life for all the citizens of the City of Oroville. Tenant will use the Premises in a careful, safe, and proper manner and will not commit waste, overload the floor or structure of the Premises, or subject the Premises to use that would damage the Premises. Tenant shall not permit any objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Premises, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Landlord or any tenants of the Premises. Tenant, at its sole expense, shall use and occupy the Premises in compliance with all laws, including, without limitation, the Americans with Disabilities Act, orders, judgments, ordinances, regulations, codes, directives, permits, licenses, covenants and restrictions now or hereafter applicable to the Premises (collectively, "Legal Requirements") unless such Legal Requirements are met due to their "grandfathered" nature. Tenant shall, at its expense, make any alterations or modifications, within or without the Premises, that are required by Legal Requirements related to Tenant's use or occupation of the Premises unless such Legal Requirements are met due to their "grandfathered" nature. Tenant must receive Landlord's written authorization and approval for all alteration or modifications to the Premises. Tenant is responsible for compliance with all Americans with Disabilities requirement related to tenants programing and uses. Landlord is responsible for American with Disabilities requirements related to structural changes as required by law and not met due to a "Grandfathered" exception.

Additionally, the premises will continue to be used for the purposes of private events held by interested parties. Tenant shall act as manager and event

coordinator of all such events and accommodate the public for use of premises to the degree that such events are not in conflict with regularly scheduled programs and activities hosted by Tenant. Tenant shall set costs for facility rentals that will both encourage use of the facility and appropriate insurance, while covering all associated costs of Tenant to provide such services. Tenant shall be responsible for collecting deposits and returning such deposits once satisfactory clean-up or repairs have been confirmed. That relationship between Tenant and event promoter shall be between such parties and Landlord shall not be attached to such agreement in any form, nor shall Landlord bear any responsibility for actions of such events.

4. **Base Rent.** All payments required to be made by Tenant to Landlord hereunder (or to such other party as Landlord may from time to time specify in writing) shall be made by check of immediately available funds before 4:00 p.m., Pacific Time, at City of Oroville, Finance Department, 1735 Montgomery Street, Oroville, California, 95965, or as Landlord may from time to time designate to Tenant in writing. The obligation of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Tenant shall have no right at any time to abate, reduce, or set-off any rent due hereunder except as maybe expressly provide in this lease. If Tenant is delinquent in any monthly installment of Base Rent for more than 15 business days, Tenant shall pay to Landlord on demand a late charge equal to 5 percent of such delinquent sum. The provision for such late charge shall be in addition to all of Landlord's other rights and remedies hereunder or at law and shall not be construed as a penalty.

5. **Security Deposit.** Tenant shall deposit with Landlord the sum of $2,500. The security deposit shall be held by Landlord as security for the faithful performance by Tenant of all the terms, covenants, and conditions to be performed by Tenant. The security deposit shall not be assigned, transferred, or encumbered by Tenant, and any attempt to do so shall not be binding upon Landlord. If, at any time during the Term of this Lease, any rent or portion of any rent payable by Tenant to Landlord shall not be timely paid, then, Landlord may, at its option (but shall not be required to), appropriate and apply any portion of the security deposit to the payment of such overdue rent. Under no circumstances shall Tenant apply the security deposit as Rent for the final months of the Lease. In the event of the failure of Tenant to keep and perform any of the Terms, covenants and conditions of this Lease to be kept and performed by Tenant, then, at the option of Landlord, Landlord may (but shall not be required to) appropriate and apply the security deposit, or so much so as may be necessary, to compensate Landlord for all loss or damage sustained or suffered by Landlord due to such default on the part of Tenant. Should the entire security deposit, or any portion thereof, be appropriated and applied by Landlord for the purposes set forth herein, or for any other lawful purpose, then Tenant shall, within IO days after written demand by Landlord, deliver to Landlord a sufficient sum in cash to restore the security deposit to the original sum of the security deposit. Landlord shall not be obligated to keep the security deposit in a separate fund but may commingle the security deposit with its own funds. The failure of the Tenant to maintain the security deposit in the initial amount as stated above shall constitute a failure to pay rent and shall carry with it the consequences

set forth in this Lease for failure to pay rent. Upon expiration of the Lease, the security deposit, if not applied toward the payment of Rent in arrears or toward the payment of damages suffered by Landlord by reason of Tenant's breach of this Lease, is to be returned to Tenant without interest, but in no event shall the security deposit be returned until Tenant has vacated the Leased Premises, delivered possession thereof to Landlord, and fully satisfied Tenant's obligations under this Lease.

6. **Utilities.** Tenant has obligation to pay for all utilities at the Convention Center, including but not limited to: electricity, gas, water, sanitation, security, phone, cable, and internet services required for the operations of parks and recreation programs and activities. Tenant shall put all utilities in tenant's name.

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

8. **Insurance.** Landlord shall maintain all risk insurance covering risk property insurance and the full replacement cost of the building and may (insurance premium cost to be reimbursed by Tenant), but is not obligated to, maintain such other insurance and additional coverages as it may deem necessary, including, but not limited to, commercial liability insurance and rent loss insurance. The Premise or Building may be included in a blanket policy (in which case the cost of such insurance allocable to the Premise or Building will be determined by Landlord based upon the insurer's cost calculations). Tenant shall also reimburse Landlord for any increased premiums or additional insurance which Landlord reasonably deems necessary because of Tenant's use of the Premises. Should there be a property claim through the Landlord's property insurance, the Landlord shall pay applicable deductibles, with the exception of matters where the matter was triggered by negligence of the Tenant or matters which arise from private party facility rentals. For those matters, the applicable deductible shall be a responsibility of the Tenant.

Tenant, at its expense, shall maintain during the Lease Term: all risk property insurance covering the full replacement cost of all property and improvements installed or placed in the Premises by Tenant at Tenant's expense; workers' compensation insurance with no less than the minimum limits required by law; employer's liability insurance with such limits as required by law; and commercial liability insurance, with a minimum limit of $1,000,000 per occurrence and a minimum umbrella limit of $1,000,000, for a total minimum combined general liability and umbrella limit of $2,000,000 (together with such additional umbrella coverage as Landlord may reasonably require) for property damage, personal injuries, or deaths of persons occurring in or about the Premises. Landlord may from time to time require reasonable increases in any such limits. The commercial liability policies shall name Landlord as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Landlord, not be cancelable unless 30 days' prior

written notice shall have been given to Landlord, contain a hostile fire endorsement and a contractual liability endorsement and provide primary coverage to Landlord (any policy issued to Landlord providing duplicate or similar coverage shall be deemed excess over Tenant's policies). SUCH POLICIES OR CERTIFICATES THEREOF SHALL BE DELIVERED TO LANDLORD BY TENANT UPON COMMENCEMENT OF THE LEASE TERM AND UPON EACH RENEWAL OF SAID INSURANCE.

The all-risk property insurance obtained by Landlord and Tenant shall include a waiver of subrogation by the insurers and all rights based upon an assignment from its insured, against Landlord or Tenant, their officers, directors, employees, managers, agents, invitees, and contractors, in connection with any loss or damage thereby insured against. Neither party nor its officers, directors, employees, managers, agents, invitees, or contractors shall be liable to the other for loss or damage caused by any risk coverable by all risk property insurance, and each party waives any claims against the other party, and its officers, directors, employees, managers, agents, invitees and contractors for such loss or damage. The failure of a party to insure its property shall not void this waiver. Landlord and its agents, employees and contractors shall not be liable for, and Tenant hereby waives all c1aims against such parties for, business interruption and losses occasioned thereby sustained by Tenant or any person claiming through Tenant resulting from any accident or occurrence in or upon the Premises from any cause whatsoever, including without limitation, damage caused in whole or in part, directly or indirectly, by the negligence of Landlord or its agents, employees or contractors.

9. **Construction Allowance.** None.

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

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

12. **Signs.** Tenant shall not make any changes to the exterior of the Premises, install any exterior lights, decorations, balloons, flags, pennants, banners, or painting, or erect or install any signs, windows or door lettering, placards, decorations, or advertising media of any type which can be viewed from the exterior of the Premises, without Landlord's prior written consent. Upon surrender or vacation of the Premises, Tenant shall have removed all signs and repair, paint, and/or replace the building facia surface to which its signs are attached. Tenant shall

obtain all applicable governmental permits and approvals for sign and exterior treatments. All signs, decorations, advertising media, blinds, draperies and other window treatment or bars or other security installations visible from outside the Premises shall be subject to Landlord's approval and conform in all respects to Landlord's requirements.

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

14. **Restoration.** If at any time during the Lease Term the Premises are damaged by a fire or other casualty, Landlord shall notify Tenant within 60 days after such damage as to the amount of time Landlord reasonably estimates it will take to restore the Premises. If the restoration time is estimated to exceed 6 months, either Landlord or Tenant may elect to terminate this Lease upon notice to the other party given no later than 30 days after Landlord's notice. If neither party elects to terminate this Lease or if Landlord estimates that restoration will take 6 months or less, then, subject to receipt of sufficient insurance proceeds, Landlord shall promptly restore the Premises excluding the improvements installed by Tenant or by Landlord and paid by Tenant, subject to delays arising from the collection of insurance proceeds or from Force Majeure events. Tenant at Tenant's expense shall promptly perform, subject to delays arising from the collection of insurance proceeds, or from Force Majeure events, all repairs or restoration not required to be done by Landlord and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. Notwithstanding the foregoing, either party may terminate this Lease if the Premises are damaged during the last year of the Lease Term and Landlord reasonably estimates that it will take more than one month to repair such damage. Base Rent and Operating Expenses shall be abated for the period of repair and restoration in the proportion which the area of the Premises, if any, which is not usable by Tenant bears to the total area of the Premises. Such abatement shall be the sole remedy of Tenant, and except as provided herein, Tenant waives any right to terminate the Lease by reason of damage or casualty loss.

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

16. **Assignment and Subletting.** Without Landlord's prior written consent, which Landlord shall not unreasonably withhold, Tenant shall not assign this lease or sublease the Premises or any part thereof or mortgage, pledge, or hypothecate *its* leasehold interest or grant any concession or license within the Premises and any attempt to do any of the foregoing shall be void and of no effect. For purposes of this paragraph, a transfer of the ownership interests resulting in a change of control of Tenant shall be deemed an assignment of this Lease. Tenant shall reimburse Landlord for all of Landlord's reasonable out-of-pocket expenses in connection with any assignment or sublease. Upon Landlord's receipt of Tenant's written notice of a desire to assign or sublet the Premises, or any part thereof (other than to a Tenant Affiliate), Landlord may, by giving written notice to Tenant within 15 days after receipt of Tenant's notice, terminate this Lease with respect to the space described in Tenant's notice, as of the date specified in Tenant's notice for the commencement of the proposed assignment or sublease. If Landlord so terminates the Lease, Landlord may enter into a lease directly with the proposed sublessee or assignee. Tenant may withdraw its notice to sublease or assign by notifying Landlord within 10 days after Landlord has given Tenant notice of such termination, in which case the Lease shall not terminate but shall continue.

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

Notwithstanding any assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent and for compliance with all of Tenant's other obligations under this Lease (regardless of whether Landlord's approval has been obtained for any such assignments or subletting's). In the event

that the rent due and payable by a sublessee or assignee (or a combination of the rental payable under such sublease or assignment plus any bonus or other consideration therefor or incident thereto) exceeds the rental payable under this Lease, then Tenant sha11 be bound and obligated to pay Landlord as additional rent hereunder fifty percent (50%) of such excess rental and other excess consideration ("Profit") within 10 days following receipt of each month's Profit thereof by Tenant. Profit shall be further defined to take into consideration all of Tenant's costs in any assignment of subletting including but not limited to real estate commissions, legal fees, marketing costs, any improvement allowance or other economic concession (planning allowance, moving expenses, etc.), paid by Tenant to sublessee or assignee.

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

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

18. **Inspection and Access.** Landlord and its agents, representatives, and contractors may enter the Premises with prior notice at any reasonable time to inspect the Premises and to make such repairs as may be required or permitted pursuant to this Lease and for any other business purpose. Landlord and Landlord's representatives may enter the Premises during business hours for the purpose of showing the Premises to prospective purchasers and, during the last 4 months of the Lease Term, to prospective tenants. Landlord may erect or post a suitable sign on the Premises stating the Premises are available to let. Landlord may grant easements, make public dedications, designate common areas and create

restrictions on or about the premises, provided that no such easement, dedication, designation or restriction materially interferes with Tenant's use or occupancy of the Premises. At Landlord's request, Tenant shall execute such instruments as may be necessary for such easements, dedications or restrictions.

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

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

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

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

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

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

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

Tenant shall not occupy or shall vacate the Premises or shall fail to continuously operate its business at the Premises for the permitted use set forth herein, whether or not Tenant is in monetary or other default under this Lease. Tenant's vacating of the Premises shall not constitute an Event of Default if, prior to vacating the Premises, Tenant has made arrangements reasonably acceptable to Landlord to (a) insure that Tenant's insurance for the Premises will not be voided or cancelled with respect to the Premises as a result of such vacancy, (b) insure that the Premises are secured and not subject to vandalism, and (c) insure that the Premises will be properly maintained after such vacation. Tenant shall inspect the Premises at least once each month and report monthly in writing to Landlord on the condition of the Premises.

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

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

Tenant shall fail to comply with any provision of this Lease other than those specifically referred to in this Paragraph 24, and except as otherwise expressly provided herein, such default shall continue for more than 30 days after Landlord shall have given Tenant written notice of such default.

23. **Landlord's Remedies.** Upon each occurrence of an Event of Default and so long as such Event of Default shall be continuing, Landlord may at any time thereafter at its election: terminate this Lease or Tenant's right of possession, (but Tenant shall remain liable as hereinafter provided) and/or pursue any other remedies at law or in equity not to exceed 90 days after tenant has vacated premises. Upon the Termination of this Lease or termination of Tenant's right of possession, it shall be lawful for Landlord, without formal demand or notice of any kind, to re-enter the Premises by summary dispossession proceedings or any other action or proceeding authorized by law and to remove Tenant and all persons and property therefrom. If Landlord re-enters the Premises, Landlord shall have the right to keep in place and use, or remove and store, all of the furniture, fixtures and equipment at the Premises.

Except as otherwise provided in the next paragraph, if Tenant breaches this Lease and abandons the Premises prior to the end of the term hereof, or if Tenant's right to possession is terminated by Landlord because of an Event of Default by Tenant under this Lease, this Lease shall terminate. Upon such termination, Landlord may recover from Tenant the following, as provided in Section 1951.2 of the Civil Code of California: (i) the worth at the time of award of the unpaid Base Rent and other charges under this Lease that had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the reasonable value of the unpaid Base Rent and other charges under this Lease which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of the award by which the reasonable value of the unpaid Base Rent and other charges under this Lease for the balance of the term of this Lease after the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; and (iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or that in the ordinary course of things would be likely to result therefrom. As used herein, the following terms are defined: (a) the "worth at the time of award" of the amounts referred to in Sections (i) and (ii) is computed by allowing interest at the lesser of IO percent per annum or the maximum lawful rate. The "worth at the time of award" of the amount referred to in Section (iii) is computed by discounting such amount at the discount rate of the Federa1 Reserve Bank of San Francisco at the time of award plus one percent; (b) the "time of award" as used in c1auses (i), (ii), and (iii) above is the date on which judgment is entered by a court of competent jurisdiction; (c) The "reasonable value" of the amount referred to in clause (ii) above is computed by determining the mathematical product of (1) the "reasonable annual rental value" (as defined herein) and (2) the number of years, including fractional parts thereof, between the date of termination and the time of award. The "reasonable value" of the amount referred to in clause (iii) is computed by determining the mathematical product of (1) the annual Base Rent and other charges under this Lease and (2) the number of years including fractional parts thereof remaining in the balance of the term of this Lease after the time of award.

Even though Tenant has breached this Lease and abandoned the Premises, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including the right to recover rent as it becomes due. This remedy is intended to be the remedy described in California Civil Code Section 1951.4 and the following provision from such Civil Code Section is hereby repeated: "The Lessor has the remedy described in California Civil Code Section 1951.4 (lessor may continue lease in effect after lessee's breach and abandonment and recover rent as it becomes due, if lessee has right to sublet or assign, subject only to reasonable limitations)." Any such payments due Landlord shall be made upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due from time to time. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect in writing to terminate this Lease for such previous breach.

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

24. **Tenant's Remedies/Limitation of Liability.** Landlord shall not be in default hereunder unless Landlord fails to perform any of its obligations hereunder within 15 days after written notice from Tenant specifying such failure (unless such performance will, due to the nature of the obligation, require a period of time in excess of 15 days, then after such period of time as is reasonably necessary). All obligations of Landlord hereunder shall be construed as covenants, not conditions; and, except as may be otherwise expressly provided in this Lease, Tenant may not terminate this Lease for breach of Landlord's obligations hereunder. All obligations of Landlord under this Lease will be binding upon Landlord only during the period of its ownership of the Premises and not thereafter. The Term "Landlord" in this Lease shall mean only the owner, for the time being of the Premises, and in the event of the transfer by such owner of its interest in the Premises, such owner shall thereupon be released and discharged from all obligations of Landlord thereafter accruing, but such obligations shall be binding during the Lease Term upon each new owner for the duration of such owner's ownership. Any liability of Landlord under this Lease shall be limited solely to its interest in the Premise, and in no event shall any personal liability be asserted against Landlord in connection with this Lease nor shall any recourse be had to any other property or assets of Landlord.

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

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

27. **Mechanic's Liens.** Tenant has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Landlord or Tenant in, the Premises or to charge the rentals payable hereunder for any claim in favor of any person dealing with Tenant, including those who may furnish materials or perform labor for any construction or repairs. Tenant covenants and agrees that it will pay or cause to be paid all sums legally due and payable by it on account of any labor performed or materials furnished in connection with any work performed on the Premises and that it will save and hold Landlord harmless from all loss, cost or expense based on or arising out of asserted claims or liens against the leasehold estate or against the interest of Landlord in the Premises or under this Lease. Tenant shall give Landlord immediate written notice of the placing of any lien or encumbrance against the Premises and cause such lien or encumbrance to be discharged within 30 days of the filing or recording thereof; provided, however, Tenant may contest such liens or encumbrances as long as such contest prevents foreclosure of the lien or encumbrance and Tenant causes such lien or encumbrance to be bonded or insured over in a manner satisfactory to Landlord within such 30-day period. Landlord may require tenant to provide to Landlord all documents to establish payment by Tenant for all work performed by third parties.

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

29. **Environmental Requirements.** Except for Hazardous Material contained in products used by Tenant in de minimis quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and shall remediate in a manner satisfactory to Landlord any Hazardous Materials released on or from the Premises by Tenant, its agents, employees, contractors, subtenants or invitees. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use, generation, manufacture or release of Hazardous Materials on the Premises. The Term "Environmental Requirements" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including without limitation, the following: the Comprehensive

Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder. The term "Hazardous Materials" means and includes any substance, material, waste, pollutant, or contaminant listed or defined as hazardous or toxic, under any Environmental Requirements, asbestos and petroleum, including crude oil or any fraction thereof, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas). As defined in Environmental Requirements, Tenant is and shall be deemed to be the "operator" of Tenant's "facility" and the "owner" of all Hazardous Materials brought on the Premises by Tenant, its agents, employees, contractors or invitees, and the wastes, byproducts, or residues generated, resulting, or produced therefrom.

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

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

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

liability or obligation for the breach of any rules or regulations by other tenants in the Premise.

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

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

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

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

35. **Brokers.** Tenant represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, other than the broker, if any, set forth on the first page of this Lease, and Tenant agrees to indemnify and hold Landlord harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Tenant with regard to this leasing transaction.

36. **Miscellaneous.**

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

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

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

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

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

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

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

(h) Any amount not paid by Tenant within 15 days after its due date in accordance with the terms of this Lease shall bear interest from such due date until paid in full at the lesser of the highest rate permitted by applicable law or IO percent per year. It is expressly the intent of Landlord and Tenant at all times to comply with applicable law governing the maximum rate or amount of any interest payable on or in connection with this Lease.

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

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

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

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

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

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

(o) Lessee shall have ability to use facility with advance notice to Tenant. Known annual events include Salmon Festival, Arbor Day and during election times. Additional events may include but are not limited: holiday events and/or department events (which would need to be coordinated in advance with Tenant).

37. **Landlord's Lien/Security Interest.**

If a lessee of real property breaches the lease and abandons the property before the end of the term or if his right to possession is terminated by the lessor because of a breach of the lease, the lease terminates. Upon such termination, the lessor may recover from the lessee:

(1) The worth at the time of award of the unpaid rent which had been earned at the time of termination;

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the lessee proves could have been reasonably avoided;

(3) Subject to subdivision (c), the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds

the amount of such rental loss that the lessee proves could be reasonably avoided; and

(4) Any other amount necessary to compensate the lessor for all the detriment proximately caused by the lessee's failure to perform his obligations under the lease or which in the ordinary course of things would be likely to result therefrom.

(b) The “worth at the time of award” of the amounts referred to in paragraphs (1) and (2) of subdivision (a) is computed by allowing interest at such lawful rate as may be specified in the lease or, if no such rate is specified in the lease, at the legal rate. The worth at the time of award of the amount referred to in paragraph (3) of subdivision (a) is computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1 percent.

(c) The lessor may recover damages under paragraph (3) of subdivision (a) only if:

(1) The lease provides that the damages he may recover include the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award, or for any shorter period of time specified in the lease, exceeds the amount of such rental loss for the same period that the lessee proves could be reasonably avoided; or

(2) The lessor relet the property prior to the time of award and proves that in reletting the property he acted reasonably and in a good-faith effort to mitigate the damages, but the recovery of damages under this paragraph is subject to any limitations specified in the lease.

(d) Efforts by the lessor to mitigate the damages caused by the lessee's breach of the lease do not waive the lessor's right to recover damages under this section.

(e) Nothing in this section affects the right of the lessor under a lease of real property to indemnification for liability arising prior to the termination of the lease for personal injuries or property damage where the lease provides for such indemnification.

IN WITNESS WHEREOF, Landlord and Tenant have executed this 6th day of August, 2024.

CITY OF OROVILLE

By: _____
David Pittman, Mayor

FEATHER RIVER RECREATION AND PARK DISTRICT

By: _____
Scott Kent Fowler, Chair

By: _____
Robert Brian Wilson, General Manager

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

APPROVED AS TO FORM:

By: _____

ATTEST:

By: _____
Brian Ring, City Clerk

# CITY OF OROVILLE
# STAFF REPORT

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

**FROM:** **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR - ADMINISTRATIVE SERVICES**

**RE:** **DOWNTOWN OROVILLE BUSINESS IMPROVEMENT DISTRICT ANNUAL 2024-25 FISCAL YEAR BUDGET**

**DATE:** **August 6, 2024**

## SUMMARY

The Council may receive the 2024-25 annual budget for the Oroville Downtown Business Improvement District (BID).

## DISCUSSION

Pursuant to section 5.06.100 of Ordinance – No. 1839 the Council will review and approve the annual budget for the Oroville Downtown Business Association. Pursuant to said Ordinance, the City shall not adopt, modify or amend the proposed budget unless a written majority protest exists from business owners which pay 50% or more of the assessments.

## FISCAL IMPACT

None

## RECOMMENDATION

Approve fiscal year 2024-25 budget.

## ATTACHMENTS

BID annual budget for 2024-25
Ordinance No. 1839

# Oroville Downtown Business Association Annual Budget

**ODBA Mission:** Downtown Oroville works to ensure the prosperity of downtown businesses in the Historic Downtown District through an ongoing program of events, tourism initiatives, and improvements to safety and beautification.

**Annual Budget for 2024/2025**

$21,350  Total Membership Income
$12,810 Marketing (60% of Membership Income)
$8,540 Beautification (40% of Membership Income)

**Marketing Efforts (Advertising, Promotion, Booth, and Events) 60%: $12,810**

- Website: Update member business web pages, events, management, and hosting
- Social Media Management, shared posts of all BID members, boosting posts and engagement
- Downtown Oroville Welcome Booth: First Fridays, Third Fridays, and Special Events
- Print Collateral: Posters, Maps, Counter Card Flyers, Banners
- Press: Press Release and phone interviews with Oroville MR
- Email Blast: Monthly email with news, meeting info, and events
- Event Coordinators

**Beautification Efforts 40%: $8,540**

- Paint Light Poles
- Improve and maintain planters
- Eliminate litter
- Install seasonal flags
- Provide more string lights and bulbs
- Encourage historic preservation

ORDINANCE NO. 1839

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OROVILLE, ADDING CHAPTER 5.06 TO THE OROVILLE MUNICIPAL CODE ESTABLISHING THE DOWNTOWN OROVILLE BUSINESS IMPROVEMENT DISTRICT.

## RECITALS

**WHEREAS,** on February 19, 2019, the City Council of OROVILLE, on behalf of the City of OROVILLE, (the "City"), adopted a Resolution of Intent (the "Resolution"), declaring its intention to establish a Parking and Business Improvement District (hereinafter referred to as the "District"), to levy a benefit assessment on all businesses, trades, professions, and vendors within said District, the proceeds of which shall be used for the public purposes herein described to benefit the businesses in the District, pursuant to the Parking and Business Improvement Area Law of 1989, Part 6 (commencing with Section 36500) of Division 18 of the California Streets and Highways Code (the "Act"); and,

**WHEREAS,** pursuant to the Act and the Resolution, City conducted a public hearing, after having given due notice thereof as required by law, on March 19, 2019, at Council Chambers at City Hall, located at 1735 Montgomery Street, Oroville, CA 95965; and,

**WHEREAS,** said public hearing has been held and the City Council has heard and considered all oral and written protests and other comments regarding such proposed actions; and,

**WHEREAS,** protests in writing from businesses in the proposed District paying 50% or more of the proposed assessment have not been received by April 9, 2019; and,

**WHEREAS,** this City Council has now determined to establish the proposed District as a Parking and Business Improvement Area, to provide for the imposition of a benefit assessment and to adopt an ordinance to such effect; and,

**WHEREAS,** in the opinion of this City Council, the businesses within the District will be benefited by the expenditure of the funds raised by the assessments levied hereby in the manner prescribed herein; and,

**WHEREAS,** this City Council may, for each of the purposes set forth in Section 36510 & 36513 of the Act, establish one or more separate benefit zones based upon the degree of benefit derived from the formation of the District, and may impose a tiered assessment or charge within each of the benefit zones; and,

**WHEREAS,** all provisions of the Act applicable to the establishment, modification, or disestablishment of a District shall apply to the establishment, modification, or disestablishment of benefit zones pursuant to the Act, and the establishment or the modification of any benefit zone shall follow the same procedure as provided for under the establishment of a Parking and

Business Improvement District; and the disestablishment of a benefit zone shall follow the same procedure as provide for disestablishment of a District; and,

**WHEREAS,** upon the request of the District Board of Directors, this City Council shall commence the proceedings required by law to amend the boundaries, assessments or charges established pursuant to this Ordinance subject to approval of the Board of Directors of the District as expressly provided for herein; said modifications being made pursuant to the procedural requirements of the Act, but no assessment or charge shall be modified which would impair the ability of the District to meet the obligations of a contract to construct or operate physical improvements or to market or conduct events in the District; and,

**WHEREAS,** adjustments may be made in the assessments or charges to businesses in the District, or in the uses to which the revenue shall be put, as specified in this Ordinance and subject to Board approval, provided such changes are approved by the District Board of Directors and are made by a supplemental Ordinance adopted after a hearing before the City Council; and,

**WHEREAS,** for purposes of the assessments or charges to be imposed pursuant to this Ordinance, this City Council may make a reasonable classification of businesses, giving consideration to various factors, including general benefit to businesses and the degree of benefit received from District programs; and,

**WHEREAS,** the assessments or charges levied on businesses pursuant to this Ordinance shall, to the maximum extent feasible, be levied on the basis of the estimated benefit to the businesses within the District.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OROVILLE DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** CHAPTER 5.06 is hereby added to the OROVILLE Municipal Code to read as follows:

CHAPTER 5.06 – DOWNTOWN OROVILLE BUSINESS IMPROVEMENT DISTRICT.

Sections:

5.06.010 Definitions
5.06.020 Establishment of Boundaries
5.06.030 Establishment of District Board of Directors
5.06.040 Establishment of Benefit Assessment
5.06.050 Purpose and Use of Benefit Assessments
5.06.060 Exclusions From Benefit Assessment
5.06.070 New Business Assessment Waiver
5.06.080 Collection of Benefit Assessment
5.06.090 Voluntary Contributions To District
5.06.100 Annual Budget Process
5.06.110 Decisions Regarding Expenditure of Funds

5.06.120 District Proceeds Do Not Offset City Services
5.06.130 Disestablishment of the District

**5.06.010 Definitions.** To distinguish between District businesses and for the purpose of calculating and applying the amount of assessments owed, the following definitions shall apply:

**(a) Retail Businesses:** "Retail Businesses" include all businesses not covered by other definitions set out in this section, at least fifty percent (50%) of whose gross income is derived from "retail sales" as that term is defined under the California Sales and Use Tax Law. The fact that a substantial part of its business consists of sales other than retail sales does not exclude said business from this classification so long as such other business component does not account for more than fifty percent (50%) of said business' gross income;

**(b) Restaurants:** "Restaurant" businesses include cafes, eating establishments, sandwich shops, dinner houses, restaurants and fast food services and other similar businesses;

**(c) Sales and Service:** "Sales and Service" businesses include businesses that combine retail and product services. Examples are appliance stores, most automotive-oriented businesses, repair shops, repairing and servicing businesses and service stations. Other businesses of a general service-type nature such as personal care salons, lodging, general office, news and advertising media, printers, renting and leasing businesses, utilities, vending machine businesses, household finance companies, entertainment businesses and other similar businesses not otherwise included in categories a, b, d, or e are included in this section;

**(d) Professional:** "Professional" includes attorneys, architects, accountants, engineers, surveyors, physicians, dentists, optometrists, chiropractors and others in a medical / health service field, consultants, real estate brokers, financial advisors, laboratories (including dental and optical), hearing aid services, artists, photographers and designers.

**(e) Financial:** Banks, savings & loans, credit unions, etc.

**(f) Fiscal Year:** "Fiscal Year" means July 1st to and including June 30th of the following calendar year.

**(g) Billing Period:** "Billing Period" shall refer to the fiscal year, commencing July 1 of the initial year and each and every year thereafter unless disestablished per Section 1 paragraph 14.0 of this Ordinance.

**5.06.020 Establishment of Boundaries.** A Parking and Business Improvement District is hereby established pursuant to the Parking and Business Improvement Area Law of 1989, Streets and Highways Code Section 36500 et seq. The boundaries of the District and the benefit zones within the District shall be as set forth on Exhibit "A", attached hereto and incorporated herein by reference. This District shall be known as the **"Downtown Oroville Business Improvement District," (the "District")**.

**5.06.030 Establishment of District Board of Directors.** There shall be a Board of Directors ("Board") of the District to administer the affairs of the District. Said Board shall be constituted of businesses within the District. Within the Board there shall be a President, Vice-President, Secretary and Treasurer elected by the membership, and such other officers as deemed necessary by the Board. Such other officers shall be appointed by the Board of Directors at their discretion. All voting within the District regarding election of Board Members and any actions regarding the normal and routine conducting of District Business shall be based on one (1) vote per assessed dollar, and said business must be current in payment of their District assessment(s) to participate in such votes.

**5.06.040 Establishment of Benefit Assessment.** All businesses, trades, and professionals located within the District shall, commencing July 1, 2019, pay a annual benefit assessment to the District in the following amounts:

| Zones of Benefit: | | Zone A | Zone B |
|---|---|---|---|
| Retailers and restaurants | (Small) | $250 | $150 |
| | (Large) | $350 | $150 |
| Service Businesses | | $200 | $100 |
| Professional Businesses | | $200 | $100 |
| Financial | | $500 | $500 |

A) The average benefit assessment is $196.37 per year

B) Zones of benefit are determined by the Map in Exhibit A of the Resolution of Intent.

C) Size category is determined by number of full-time employees as follows:

- Small is 1-3 full-time employees including Owner
- Large is 4 or more full-time employees including Owner.

D) Business type definitions are as follows:

- **Retail and Restaurant:** Businesses that buy and resell goods, examples are clothing stores, shoe stores, office supplies as well as businesses that sell prepared foods.
- **Service Businesses:** Businesses that sell services. Examples are beauty and barber shops, repair shops, most automotive-oriented businesses, lodging businesses, entertainment businesses such as theaters, etc.
- **Professional Businesses:** Includes Architects, Engineers, Attorneys, Dentists,

Doctors, Accountants, Optometrists, Realtors, Insurance Offices, Mortgage Brokers and most other businesses that require advanced and/or specialized licenses and/or advanced academic degrees.

• **Financial Institutions:** Includes banking and savings and loan institutions as well as credit unions, etc.

**5.06.050 Purpose and Use of Benefit Assessments.** The types of improvements and activities proposed to be funded by the levy of assessments on businesses in the District are to be determined by the Board of Directors of the ODBA, but initially 40% to Civic Beautification and Signage Programs and 60% to Commercial Marketing and Special Events, generally as follows:

a. The acquisition, construction, installation, or maintenance of any tangible property with an estimated useful life of five years or more including, but not limited to, the following improvements:

(1) Benches;
(2) Trash receptacles;
(3) Decorations;
(4) Facade improvements;
(5) Permanent landscaping

b. Activities including but not limited to the following:

(1) promotion of public events which benefit businesses in the area and which take place on or in public places within the area;
(2) Furnishing of music in any public place in the area;
(3) Any other activities which benefit businesses located and operating in the area, including but not limited to downtown markets, commercial marketing, advertising and promotional programs.

**5.06.060 Exclusions From Benefit Assessment.** No person or business within the District shall be required to pay an assessment based on: (a) a residential use of the property within the District, or (b) a non-profit organization as defined by Section 501 (C) (3) or (C) (6) of the Internal Revenue Service Code.

**5.06.070 New Business Assessment Waiver.** Any new business established within the District shall not be required to pay an assessment for the Billing Period during which said business is initiated. The business will have been considered initiated on the date of issuance of the business license. This waiver shall not apply to an existing business that has changed ownership or location within the District. City agrees to supply the District with timely information regarding new businesses initiated within the District.

**5.06.080 Collection of Benefit Assessment.** The benefit assessment authorized by Section 5.06.040 for Oroville businesses shall be billed each calendar year on January 1, and collected on July 1. The City will bill and collect the assessments, at no charge to the District and forward all funds collected to the District within 30 days of collection.

**5.06.090 Voluntary Contributions To District.** Contributions to the District shall be permitted on a voluntary basis. The boundary of the District shall not be modified as a result of the contribution. Said contributing business may be considered a member of the District for voting or other purposes upon approval by the board of directors. However, said business making a voluntary contribution may be entitled to participate in the programs of the District upon a finding by the Board of Directors that the District derives a benefit from said business' participation in the program.

**5.06.100 Annual Budget Process.** Pursuant to the Act, it shall be necessary for the District Board of Directors to present an annual budget for City Council review and approval prior to the beginning of each Fiscal Year. The purpose of this process is to comply with the Act provisions regarding public notice and hearing prior to establishing the benefit assessments for the following Fiscal Year. City shall not adopt, modify or otherwise amend any Fiscal Year budget of the District that is inconsistent in any way with said Fiscal Year's budget as agreed to and presented by the District Board of Directors except in the case of a written majority protest (regarding elimination or modification of any specific budget item) from business owners which will pay 50% or more of the assessments proposed to be levied as to any specific budget item pursuant to GC Section 36525 (b). In such case the written protest regarding any specific budget item shall be grounds to eliminate or modify said expenditure from the District's proposed budget pursuant to the written protest.

**5.06.110 Decisions Regarding Expenditure of Funds.** As provided for within the guidelines of Streets and Highways Code Section 36500 et seq. (SB 1424 - Parking & Business Improvement Law of 1989, Chapter 2), decisions of the District Board of Directors regarding expenditure of all funds generated under this program shall be final.

**5.06.120 District Proceeds Do Not Offset City Services.** City specifically finds and declares that the funds derived from the District shall not be used to offset or diminish current maintenance, capital improvement programs, including but not limited to, public property and sidewalk cleaning, street cleaning and maintenance, tree maintenance, restroom cleaning and maintenance. The City declares its intent to provide at least the same level and standard of maintenance and repair of public property within the District providing City funds are available from year to year.

**5.06.130 Disestablishment of the District.** Proceeding to disestablish the District shall be initiated by the City Council following the presentation of a petition to the City Council signed by business owners paying 50% or more of the assessments levied in the District. Proceedings to disestablish the District shall follow the procedures set forth in GC Section 36550. The City Council shall disestablish the District if, following the public hearing prescribed in Section 36550 (b), written protests are not withdrawn as to reduce the protests below the 50% level. In the event of disestablishment of the District, remaining revenues of the District shall be refunded to paying business owners in a pro-rata manner calculated in the same manner as was used to establish the most recent assessments applied in the District.

**SECTION 2. SEVERABILITY.** If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance, it being expressly declared that this ordinance and each section, subsection, clause and phrase hereof would have been prepared, proposed, adopted, approved and ratified irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

**SECTION 3.** The City Clerk shall attest to the adoption of this Ordinance and cause same to be published in the manner required by the City Charter.

This Ordinance shall take effect on the 30th day after its adoption.

PASSED AND ADOPTED by the Oroville City Council at an regular meeting held on this 7th day of May, 2019, by the following vote:

YES:

NOES:

ABSTAIN:

ABSENT:

_____
Chuck Reynolds, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Jackie Glover, Assistant City Clerk

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **FRED MAYO, DIRECTOR OF PUBLIC WORKS**

**RE:** **655 CAL OAK ROAD - NEW CORP YARD PELIMINARY DESIGN OF ADMINISTRATION BUIDING AND PROPOSED BUDGET**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The City Council shall receive a brief update on the status of the preliminary design concepts for the new corporation yard located at 655 Cal Oak Road.

## DISCUSSION

Derec Flowers of Trover Construction Management, Project Manager for the 655 Cal Oak Road corporation yard project, will present preliminary design concepts for the new administration building on the site. Presentation will include an overview of the project including design concepts, RFP timelines and anticipated construction costs.

## RECOMMENDATION

Accept for information or provide direction to staff.

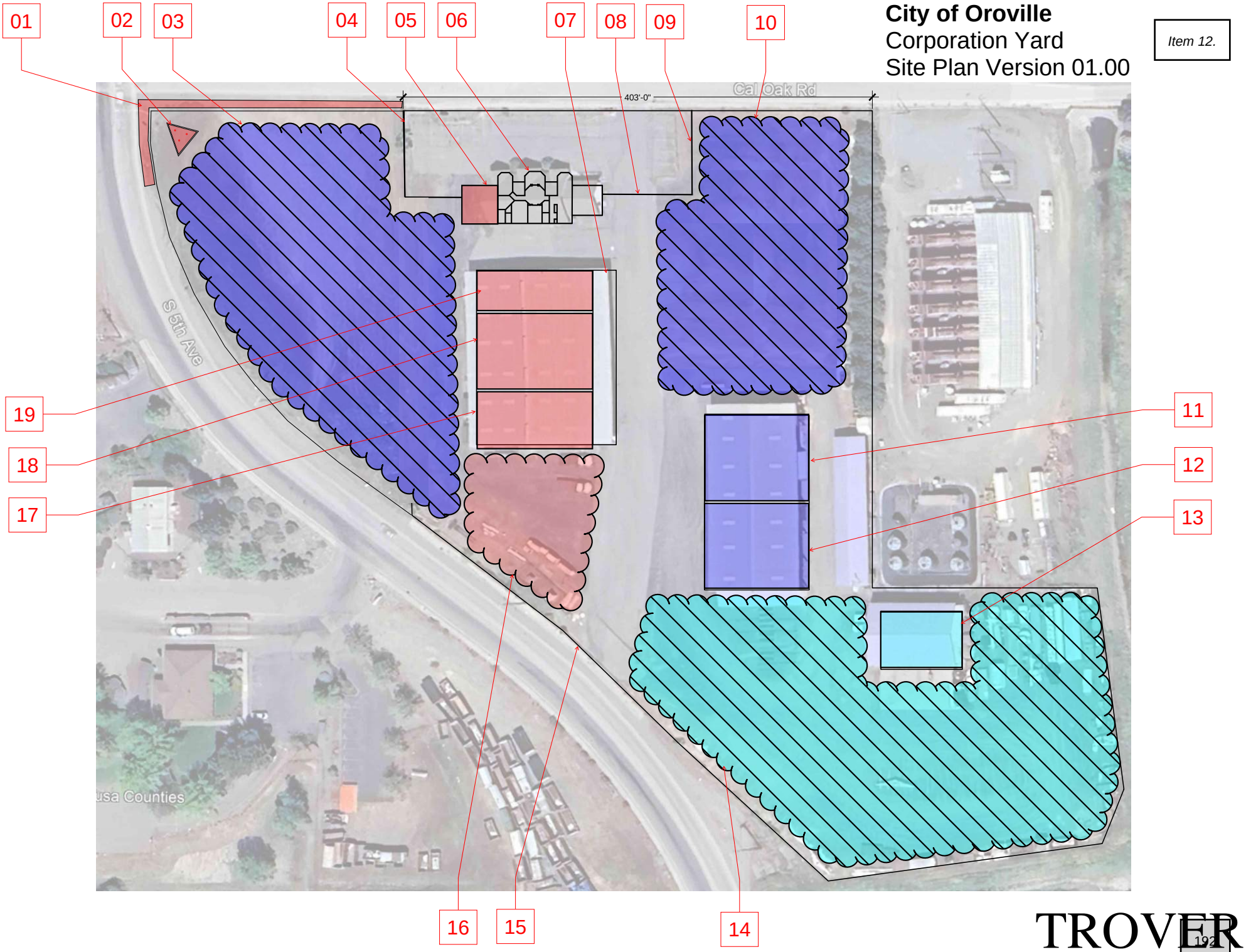
## ATTACHMENTS

Preliminary drawings of the Administration building and warehouse; and
Preliminary Budget.

**City of Oroville Corporation Yard Study**
Master Plan Development and
Existing Structure Reconfiguration
**VERSION 1.0**
**07/29/2024**

TROVER
CONSTRUCTION PROJECT MANAGEMENT

**City of Oroville**
Corporation Yard
Site Plan Version 01.00



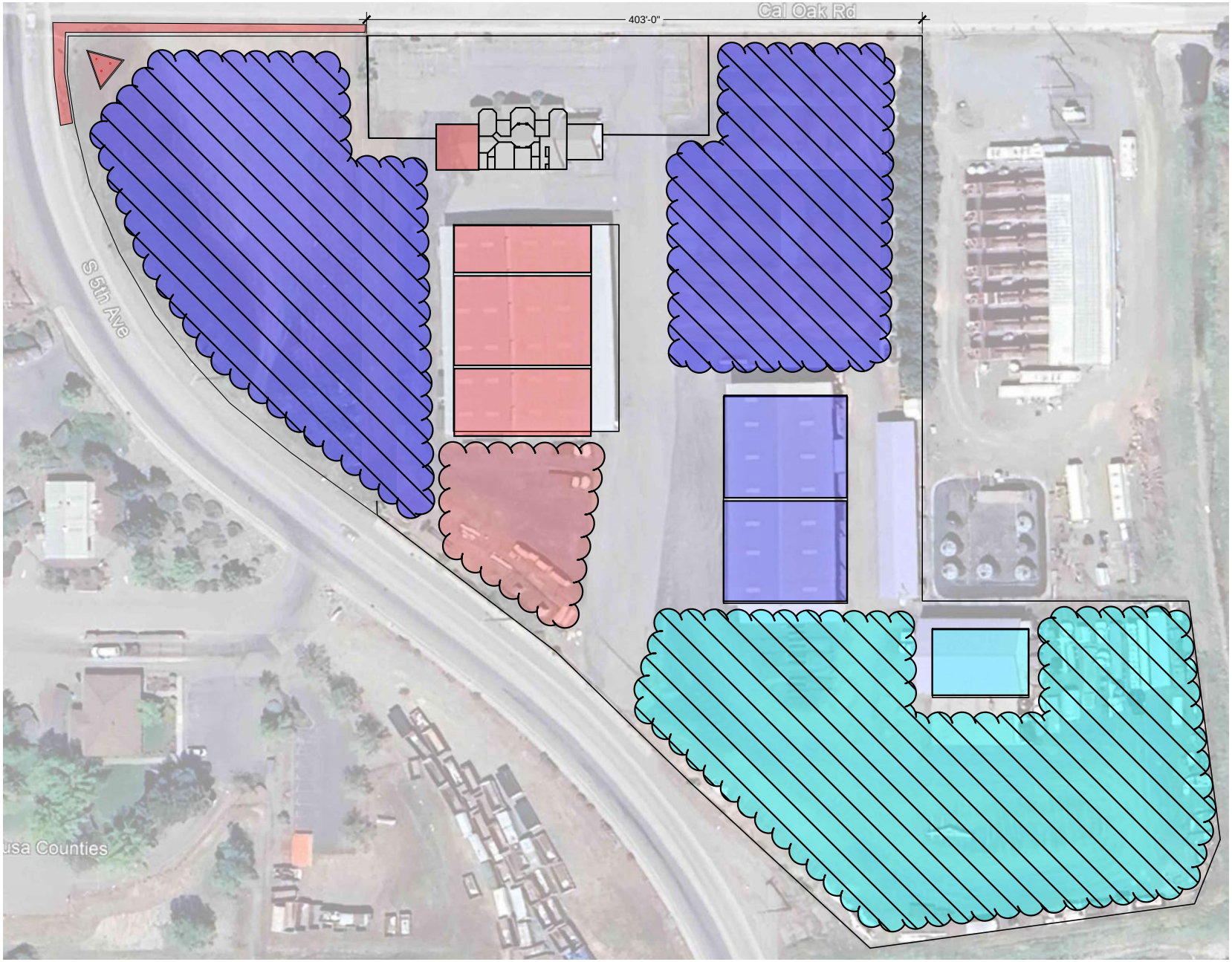

TROVER
CONSTRUCTION PROJECT MANAGEMENT

01 - Flat-work alongside frontage
- Trees or other landscaping to conceal corp yard frontage?
02 - Flagpole Hard-scape
- Landscaping and other flat-work?
03- Zone A
- Future expansion site for Auxiliary Buildings or Police Lay-down
04 - Gate access for entering zone A
05 - Admin. Building Addition
06 - Admin. Building Interior Renovation
07 - Warehouse Building Awning Addition
08 - Public Facing Gate to access Yard
09 - Fencing to secure yard
10 - Zone B
- Future expansion site for Auxiliary Buildings or Police Lay-down
11 - Truss Assembly Reconfiguration A
12 - Truss Assembly Reconfiguration B
13 - Auxiliary Building
14 - Zone C
- Parking Zone and Lay down yard
15 - Public Works Access Point
16 - Zone D
- Entrance Bay into Zone A and Warehouse C
17 - Warehouse Reconfiguration C
18 - Warehouse Reconfiguration B
19 - Warehouse Reconfiguration A

# City of Oroville

Corporation Yard

Site Plan Version 01.00



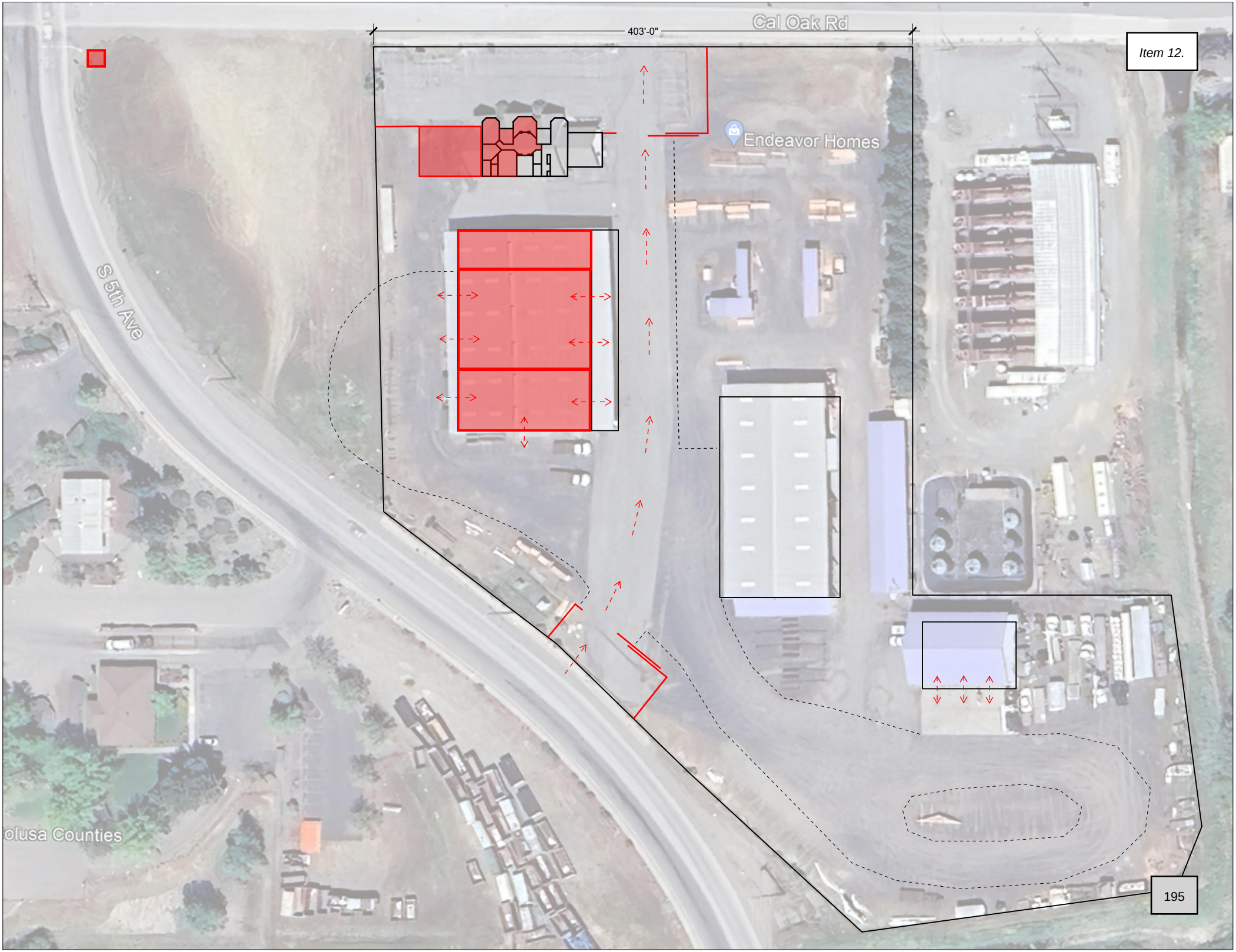

Phase 1

Phase 2

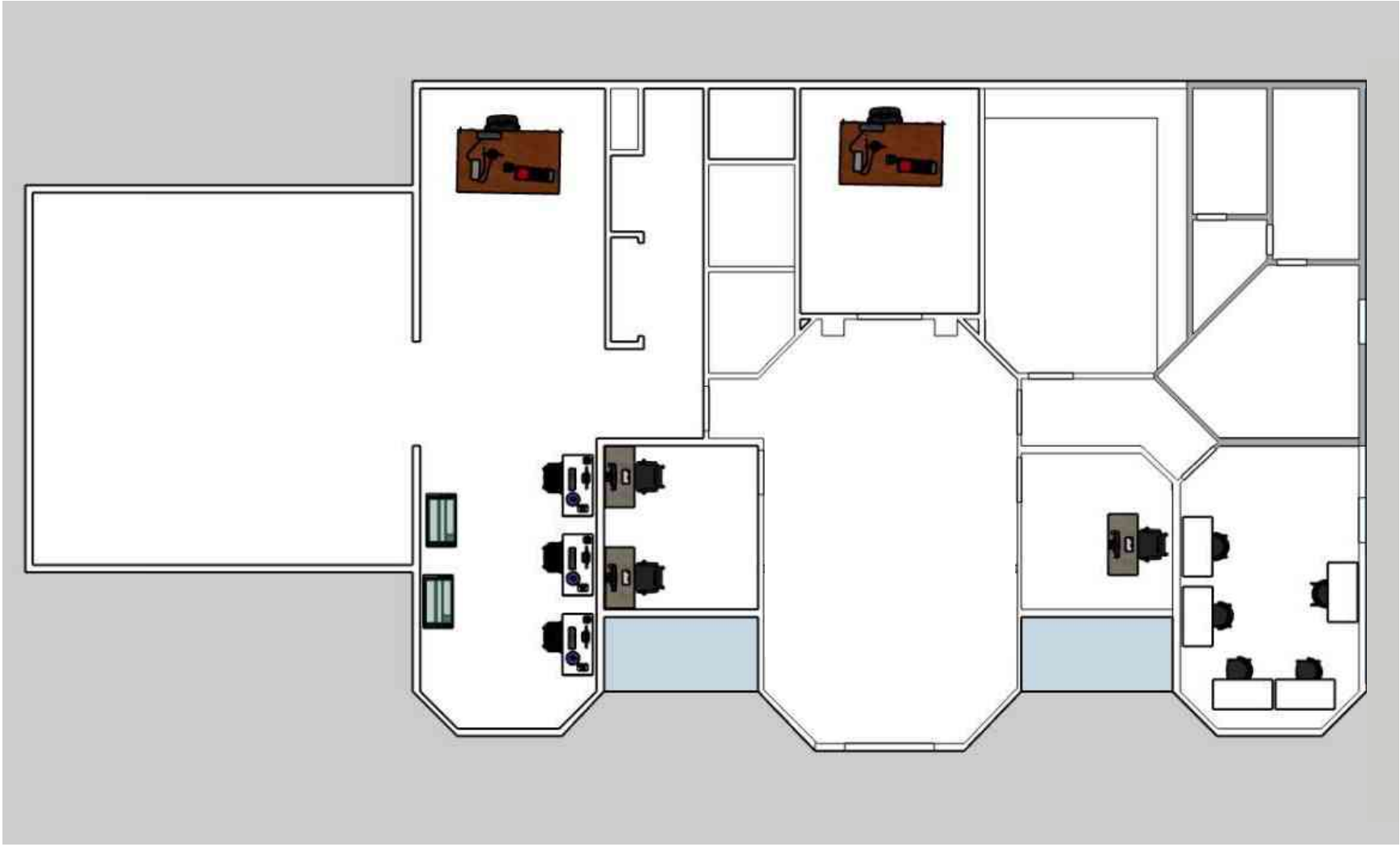
Phase 3

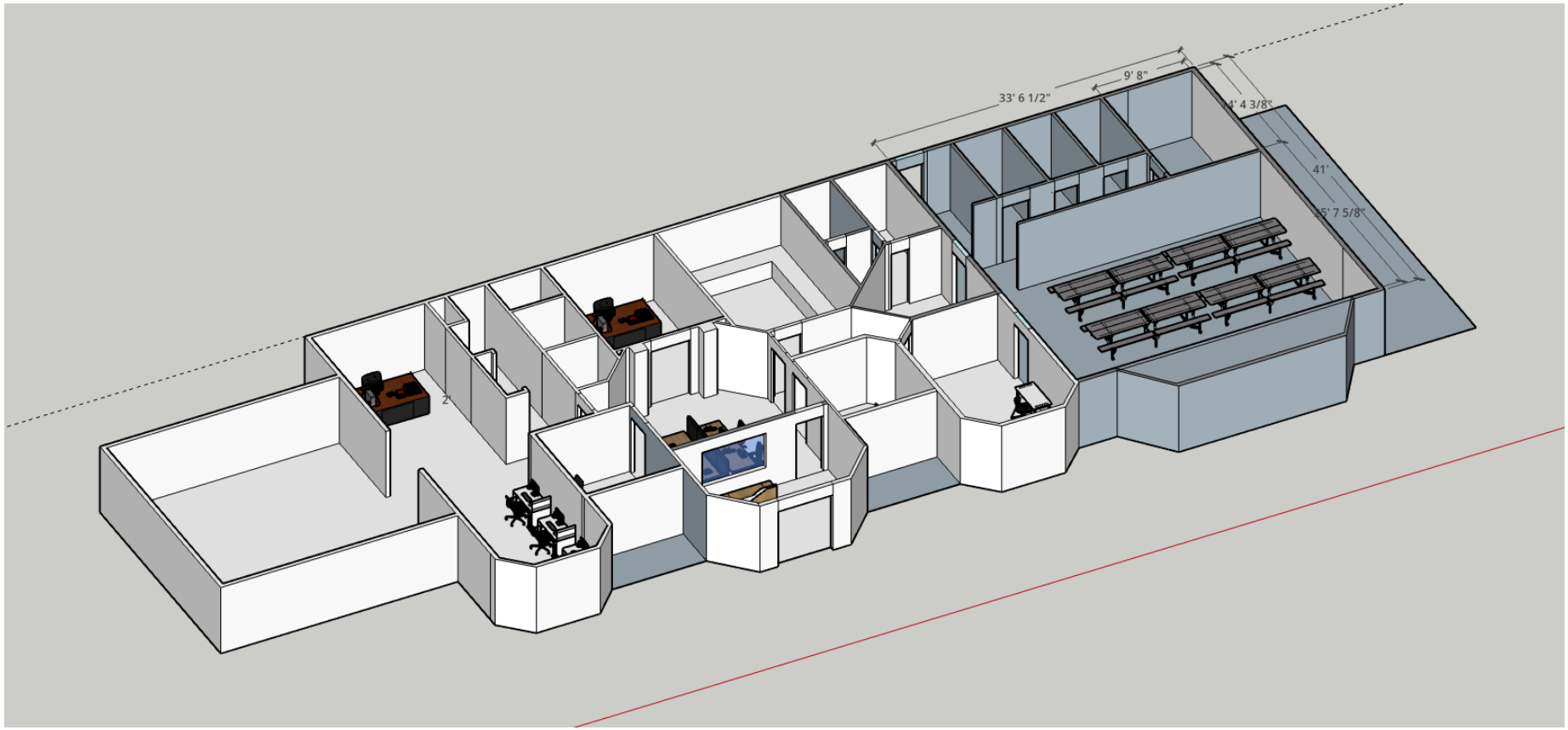
TROVER

CONSTRUCTION PROJECT MANAGEMENT


403'-0"
Cal Oak Rd
Endeavor Homes
S 5th Ave
olusa Counties

# Administration Building



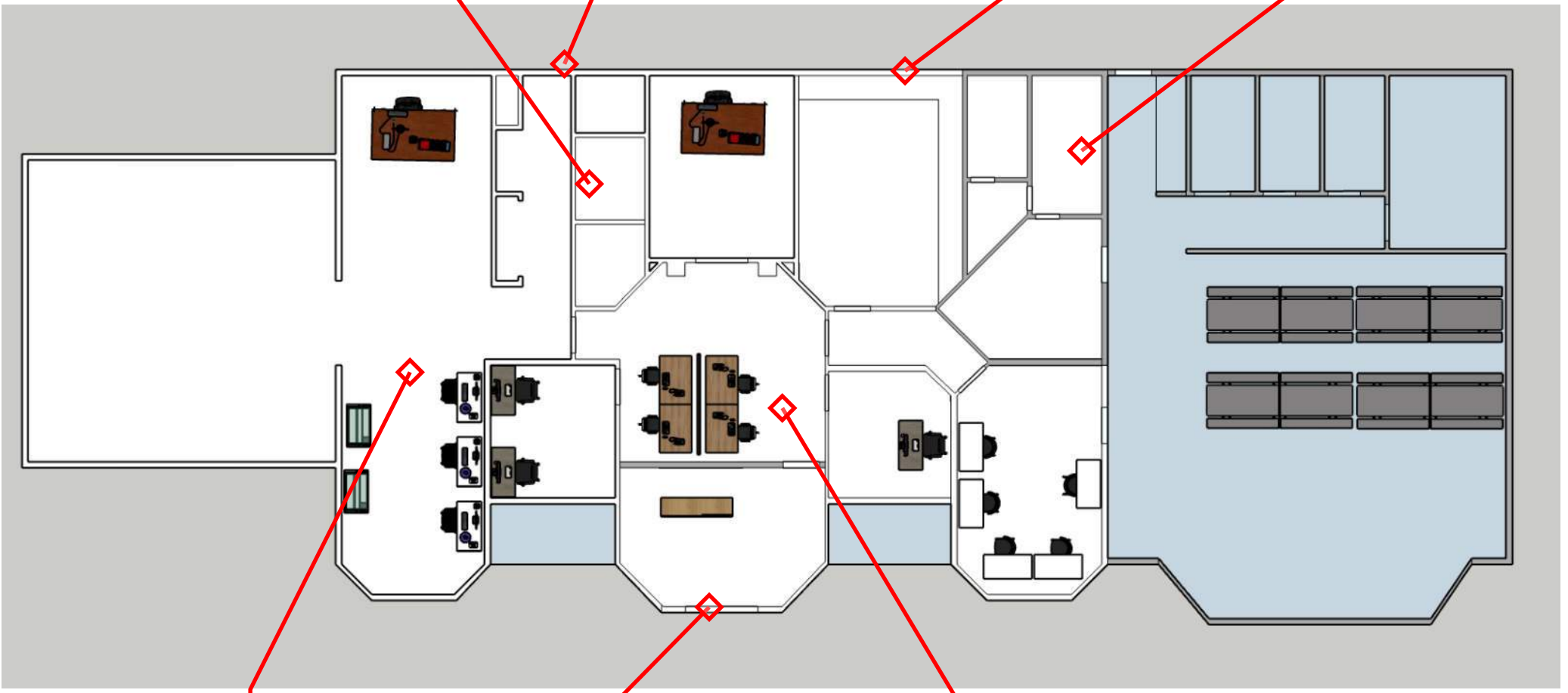

33' 6 1/2"
9' 8"
4' 4 3/8"
41'
5' 7 5/8"

Bathrooms:
minimal updating
- unisex signage
- paint

Re-keying of entire building

Review of Roofing and Inspection Reports to address life of building. Gutters and any dry rot repairs if needed

IT space to be reconfigured to meet needs



Paint in All Rooms to meet City Standards

Public Facing ADA upgrades. Bollards, Rumble Strips, Ramps, Auto door openers as needed per survey

Flooring throughout space. To meet spec as installed at Safety Building and Convention Center

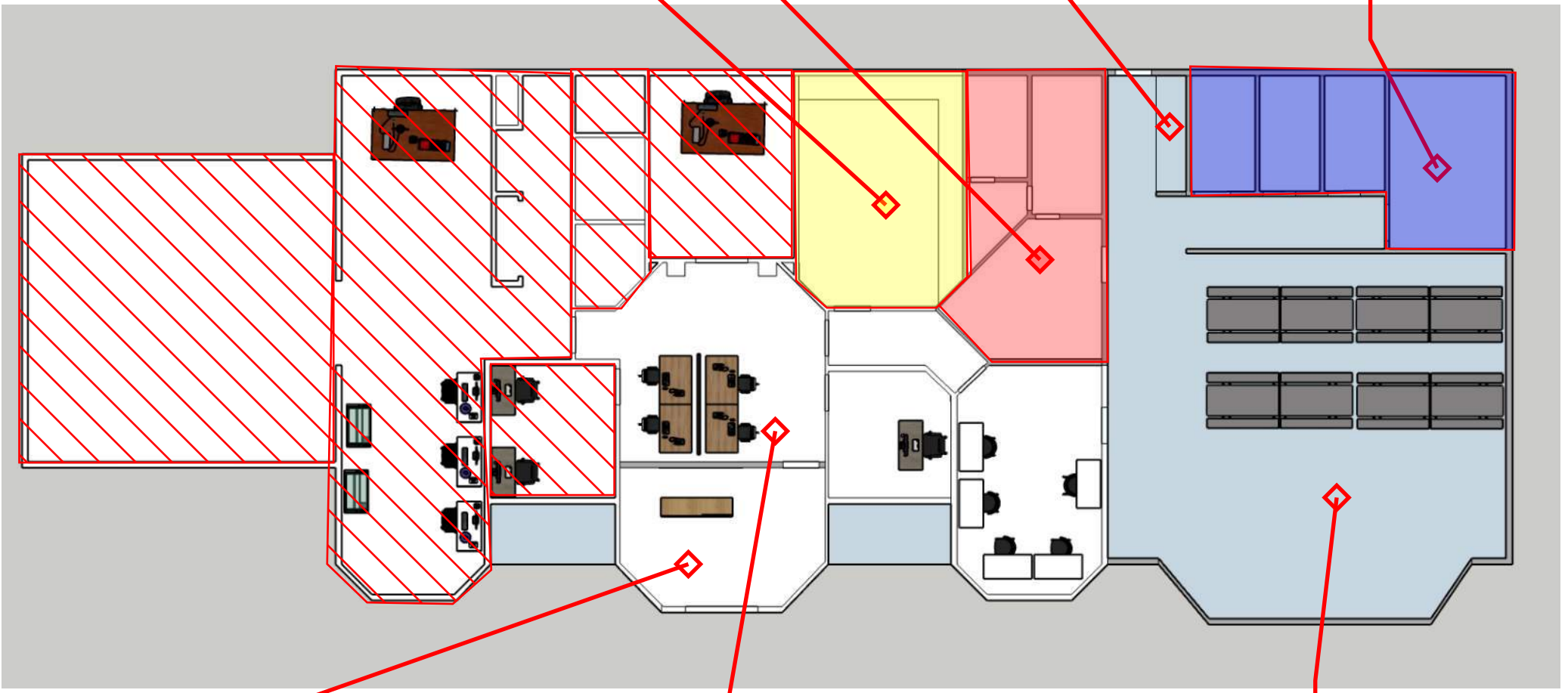
TROVER
CONSTRUCTION PROJECT MANAGEMENT

## Improved Kitchen Room
- cabinet reconfiguration to maximize storage and countertop spaces

## Womens
- Reconfigured Space for Womens locker-room shower space

## Communal Laundry
- Space for up to 3 stackable laundry units to be designated for type of use

## Mens
- New construction space to hold locker room with lockers and three bathrooms with showers. 1 Unisex ADA unit included in count



## Main Entrance
with Lobby and Public Facing Recpetion

## Touchdown Room
- Centralized room with access to the Utility Leads, Public Works. Modular desk systems to accommodate 6-8

## Multipurpose Room
- Centralized with cafeteria tables that are removable to accommodate larger conferences or meetings.

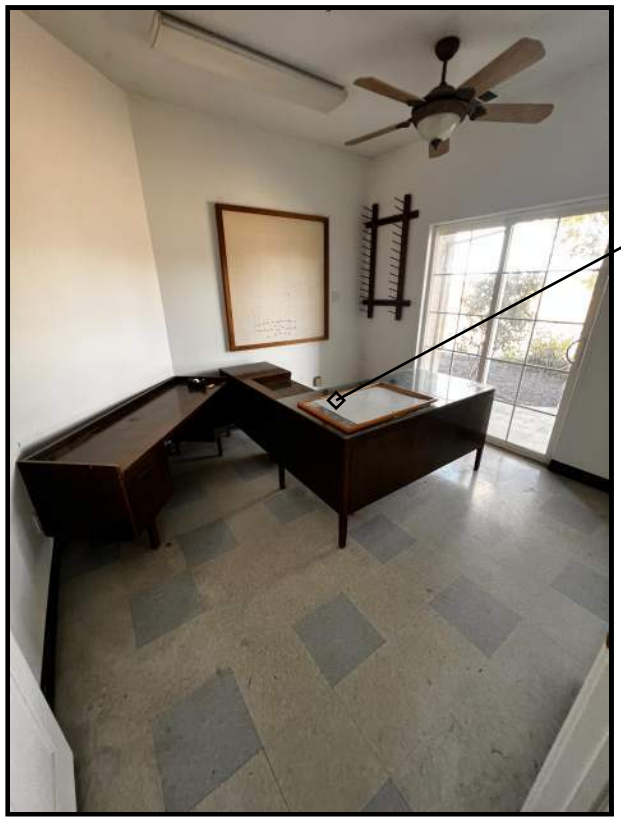
TROVER
CONSTRUCTION PROJECT MANAGEMENT

# Utilities Division - Space Planning



*Utility Division:*
*- 10 total employees*
*- Static Desks for Electrician, Sewer Division Lead, Utility Division Manager*
*Remaining team needs access to computers for training, GIS*, and CCTV operations***





Utility Division
Manager

Utility Division:
Training





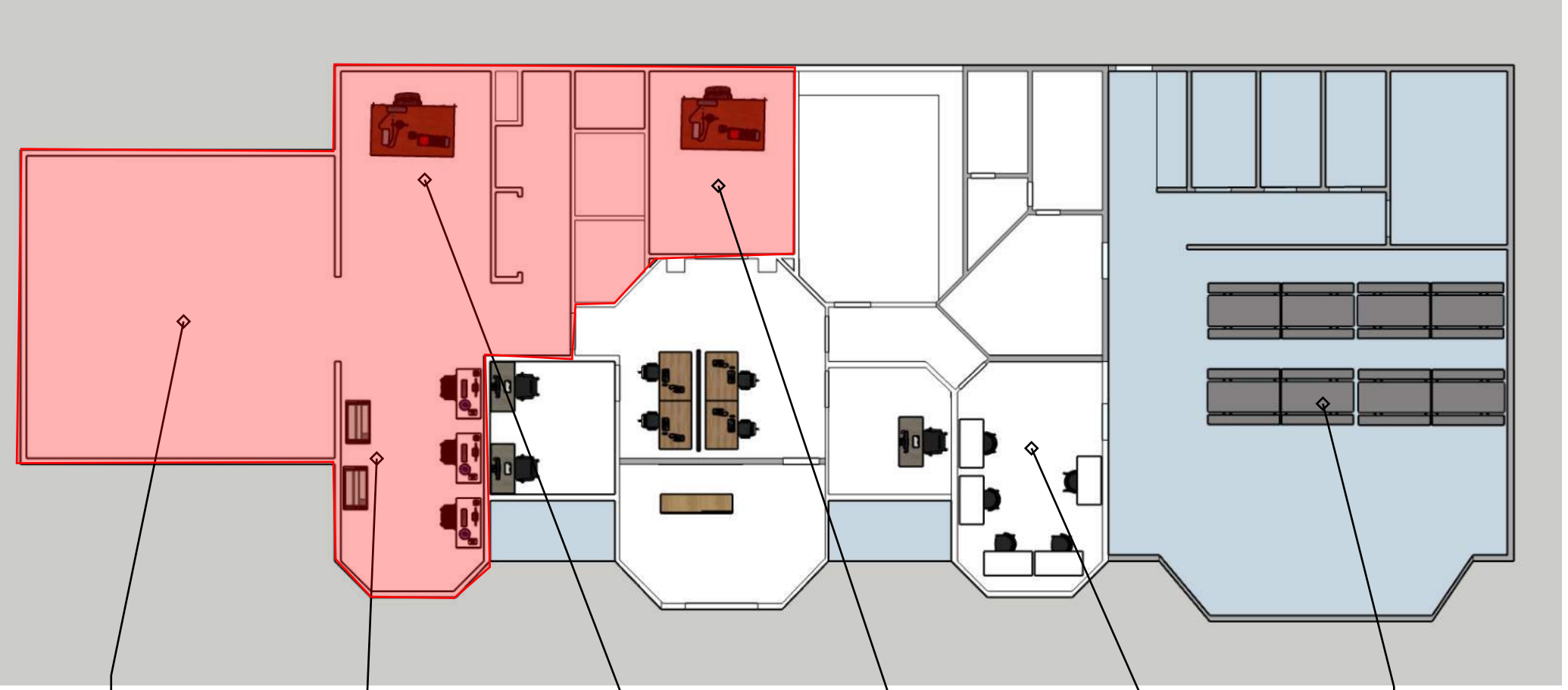
Utility Division
CO-office:
Sewer

Utility Division
CO-office:
Electrical

# Public Works Division - Space Planning



*Public Works Division:*
*- 19 total employees*
*- Static Desks for Street Lead, Tree Lead, Parks Lead, Facilities Manager*
*Remaining team needs access to computers for training **



Public Works Division
- Meeting Space (A)

Public Works Division
- Street Lead
-Tree Lead
- Parks Lead
3 desks
2 plan reading stations

Public Works - Facilities Manager

Public Works - Director

Training Space

Public Works Division
- Meeting Space (B)

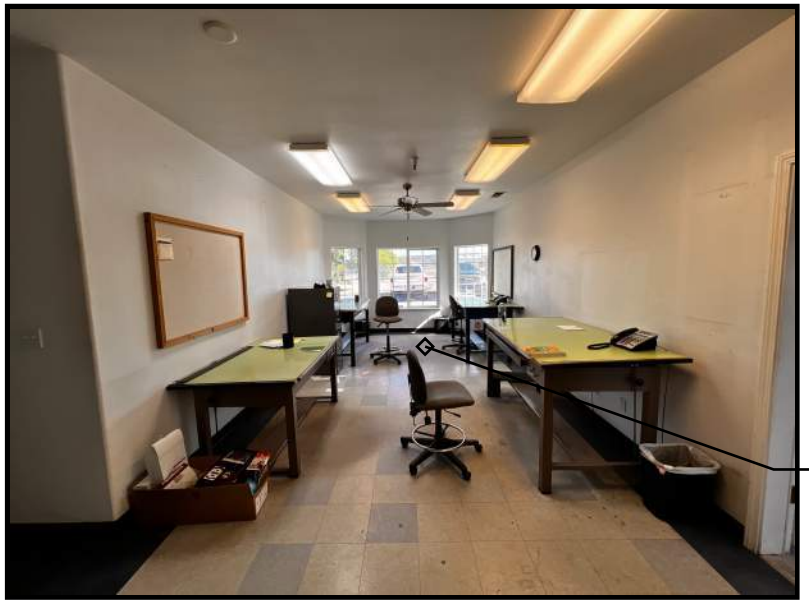
TROVER
CONSTRUCTION PROJECT MANAGEMENT



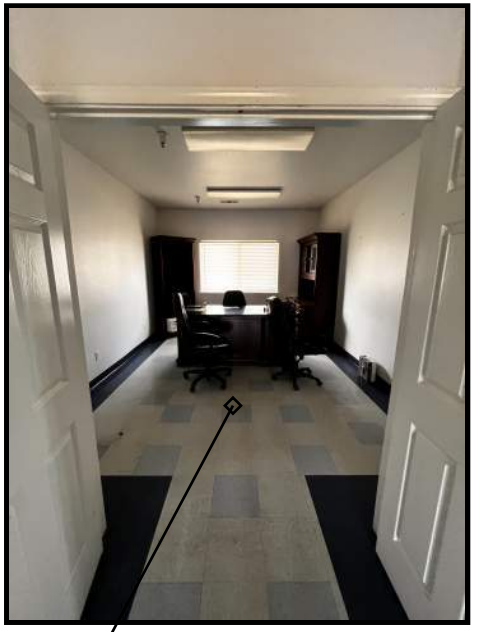
Public Works -
Facilities Manager



Public Works
Division
- Meeting Space (A)

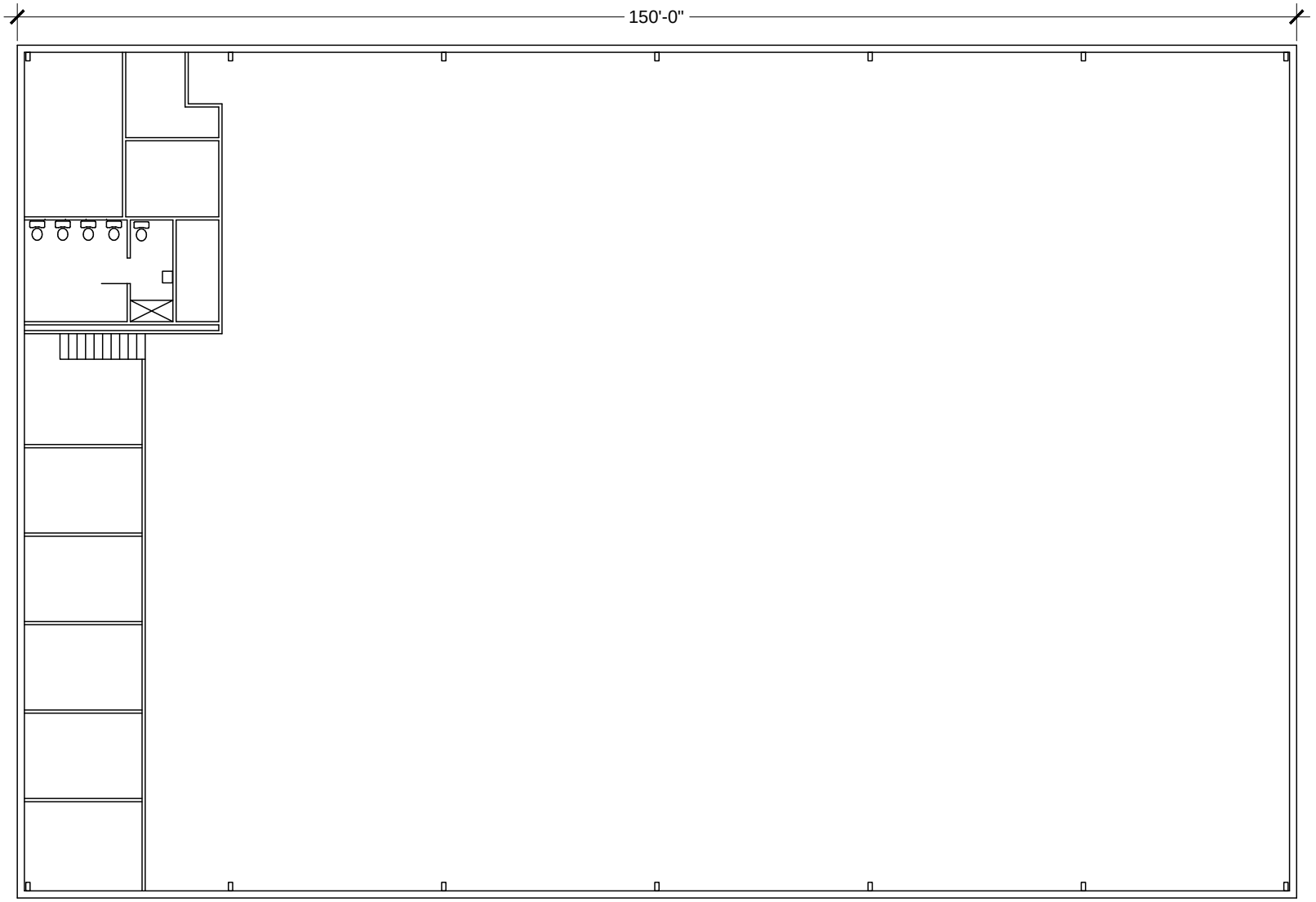


Public Works Division
- Street Lead
-Tree Lead
- Parks Lead
3 desks
2 plan reading stations

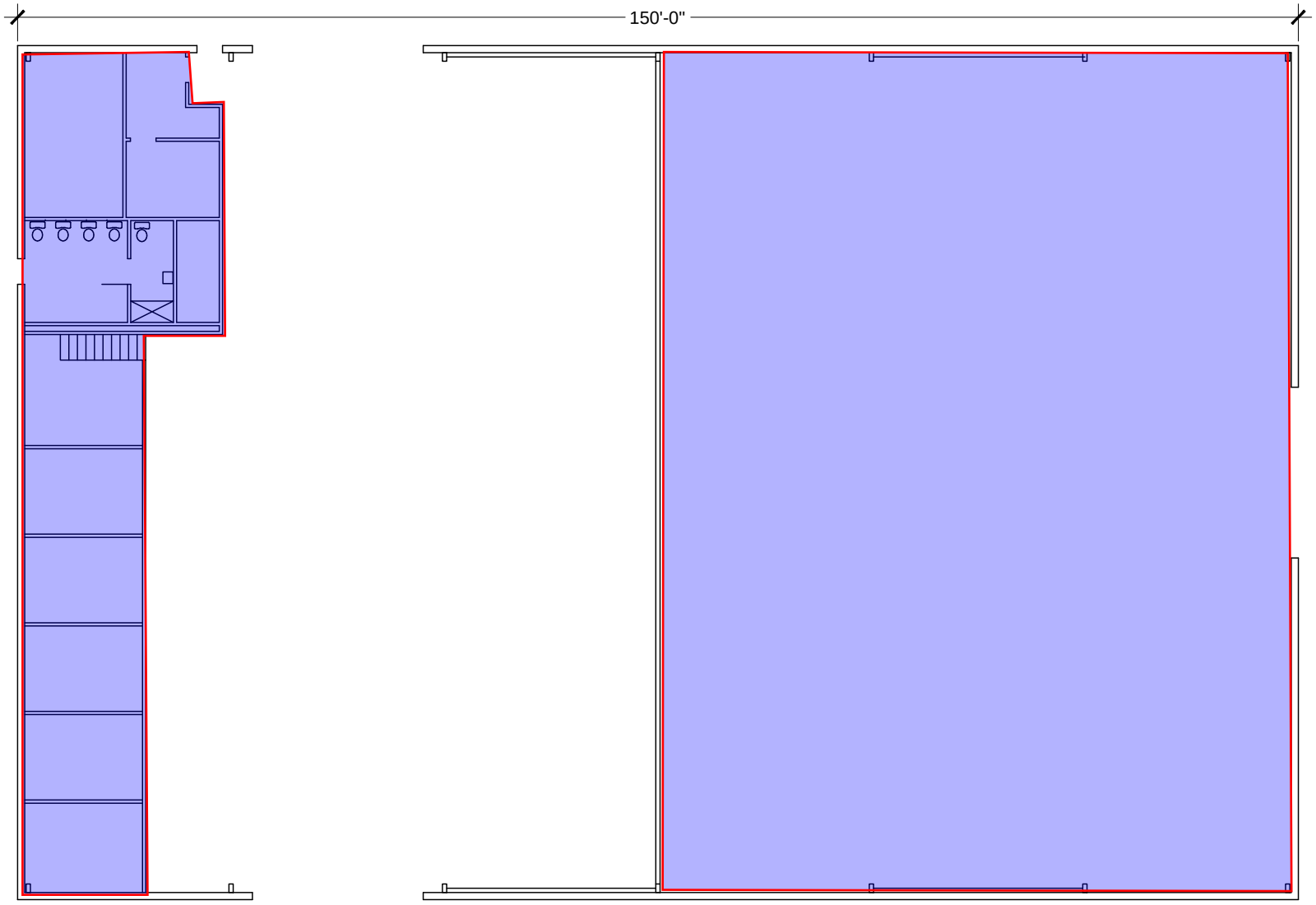


Public Works -
Director

# Warehouse Existing Conditions

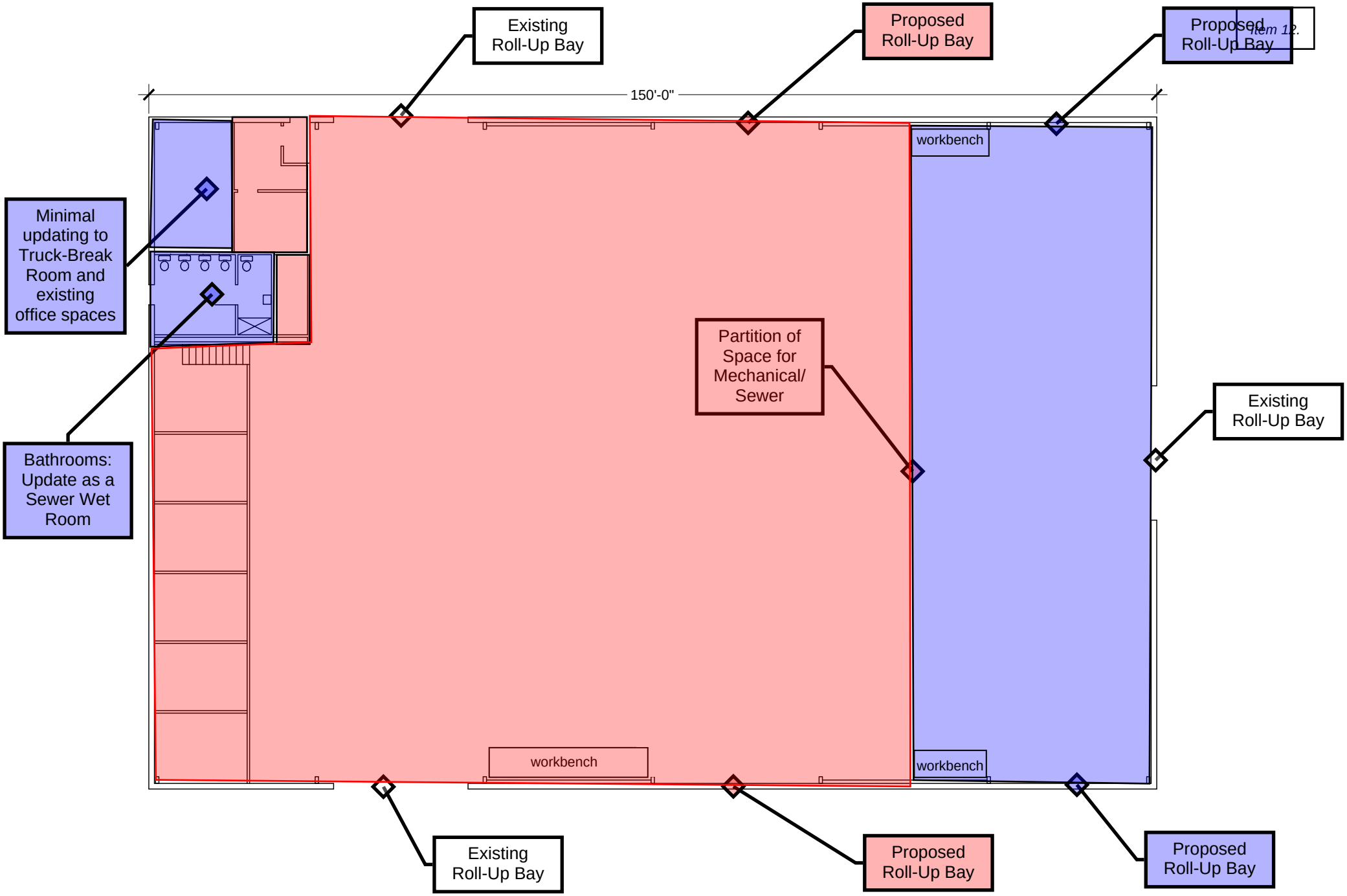



TROVER
CONSTRUCTION PROJECT MANAGEMENT




# Warehouse Reconfiguration: version 2

TROVER
CONSTRUCTION PROJECT MANAGEMENT

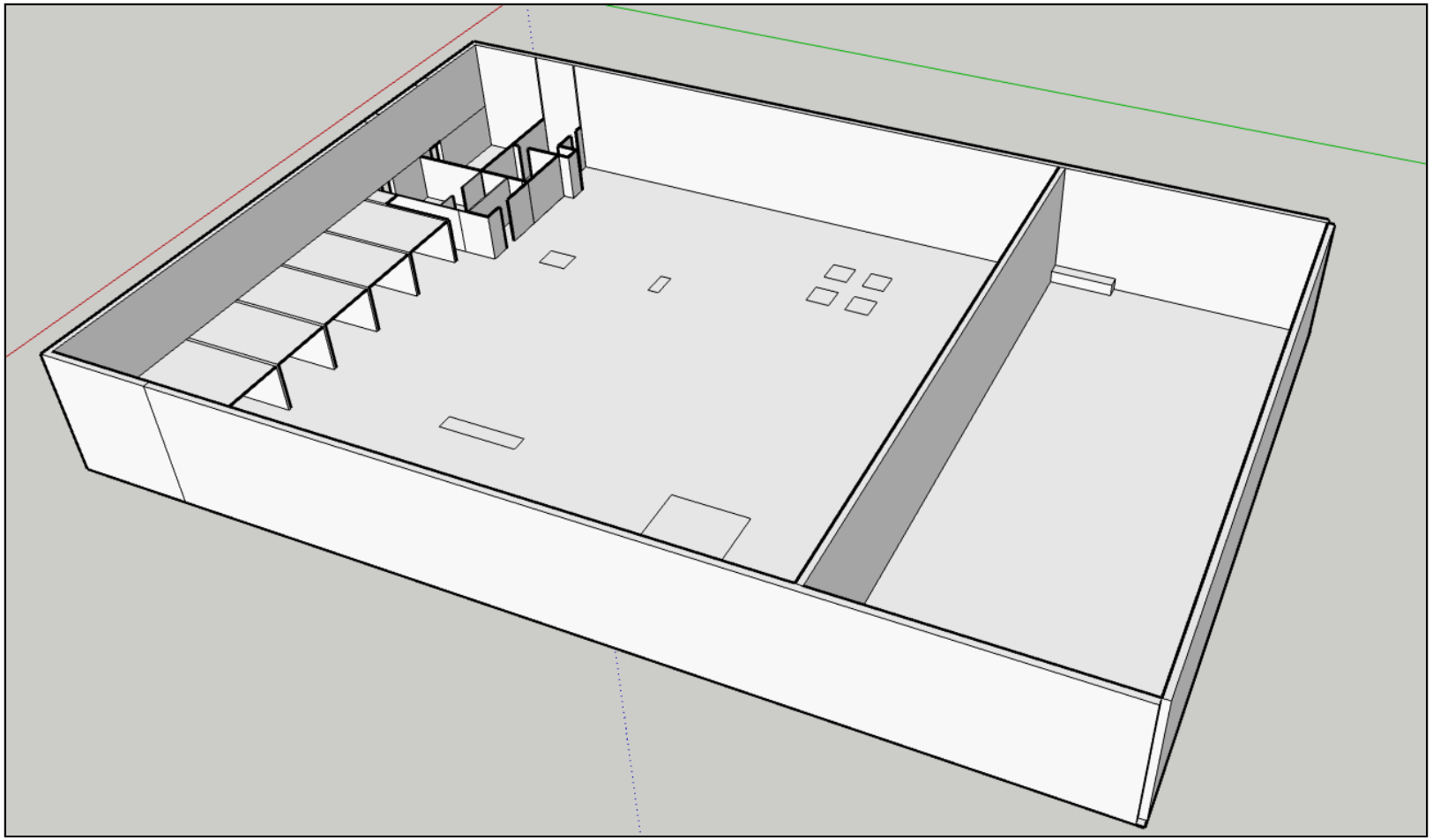



# Warehouse Reconfiguration: version 3

TROVER
CONSTRUCTION PROJECT MANAGEMENT

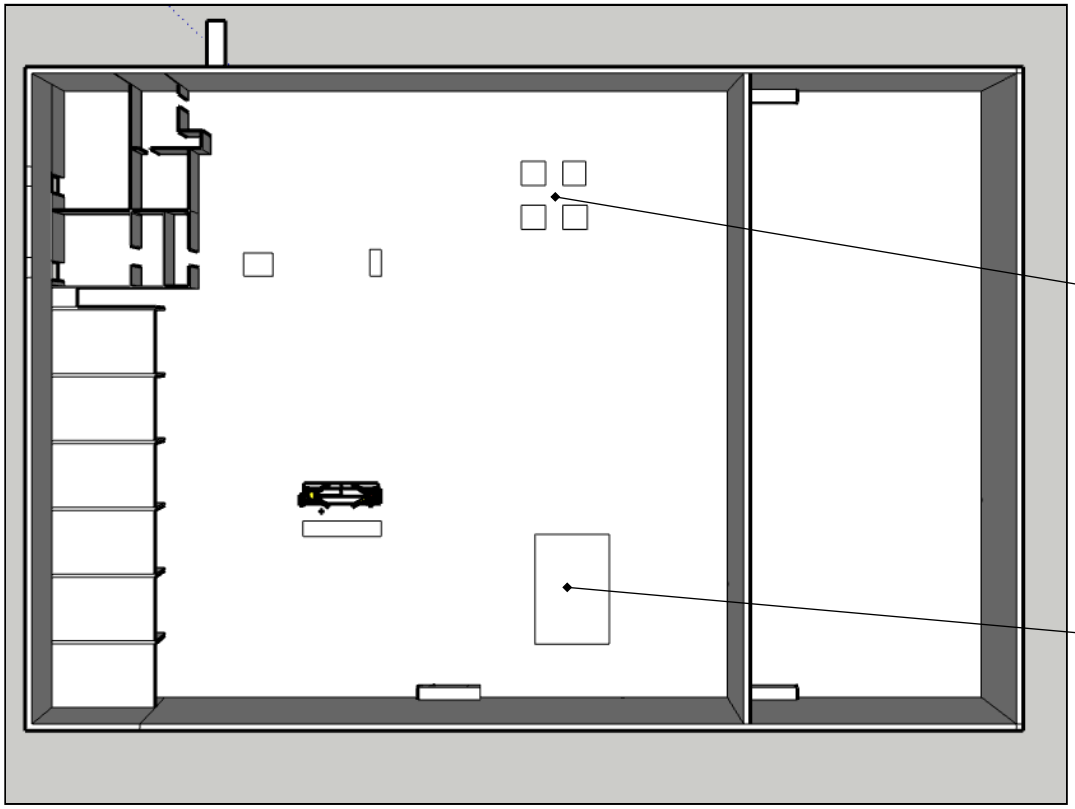
# Warehouse Reconfiguration: version 3





# Warehouse Reconfiguration: version 3

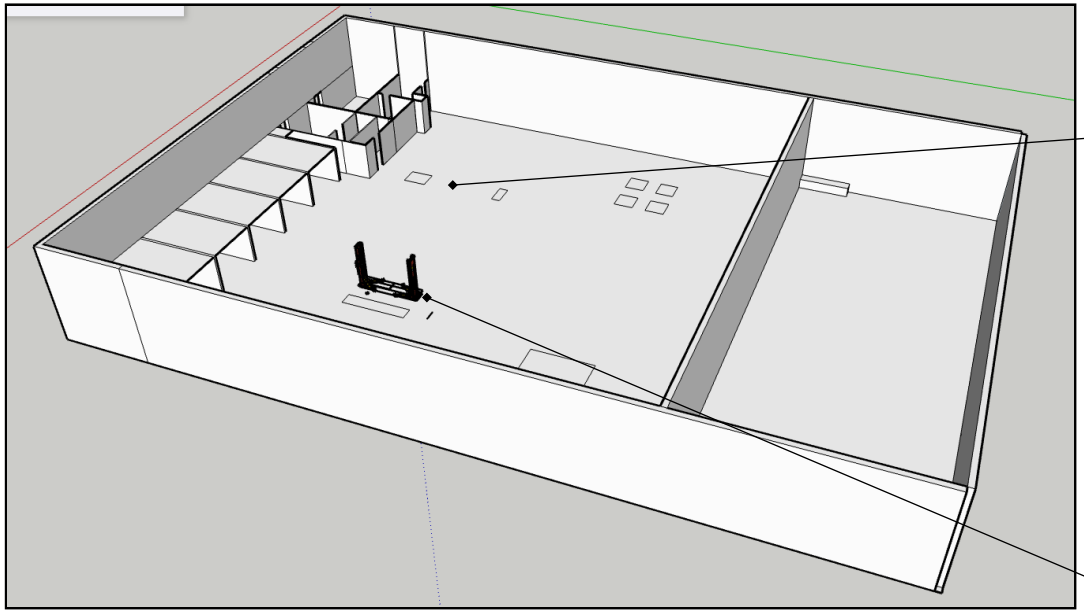


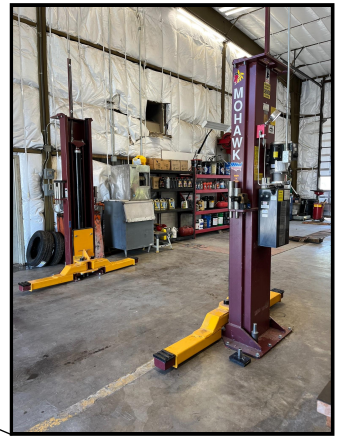








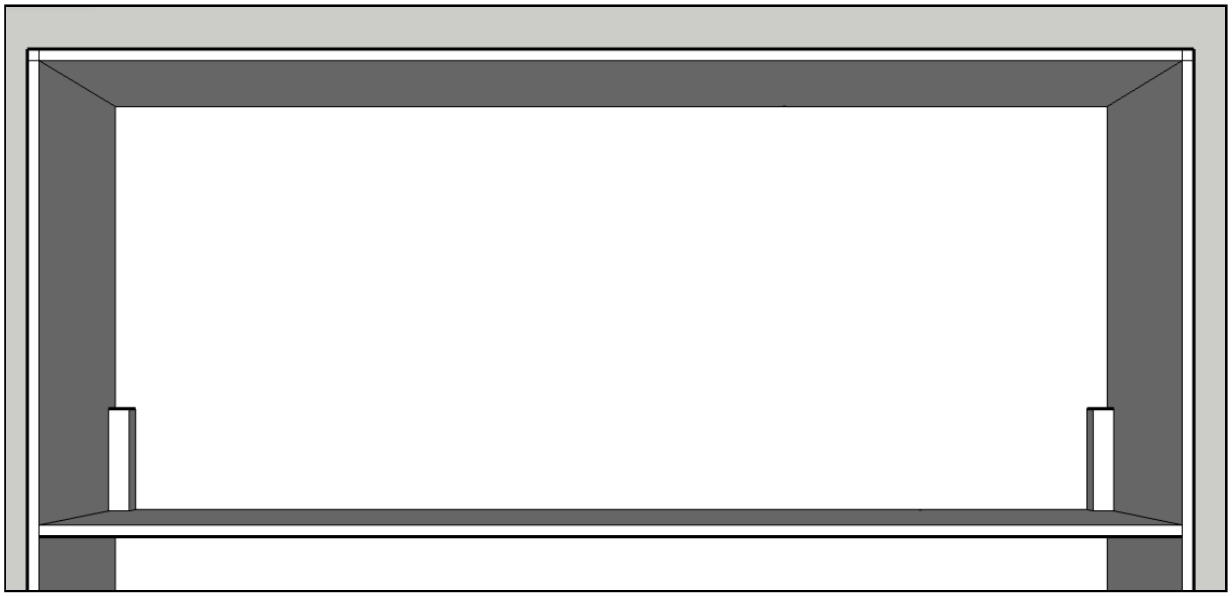


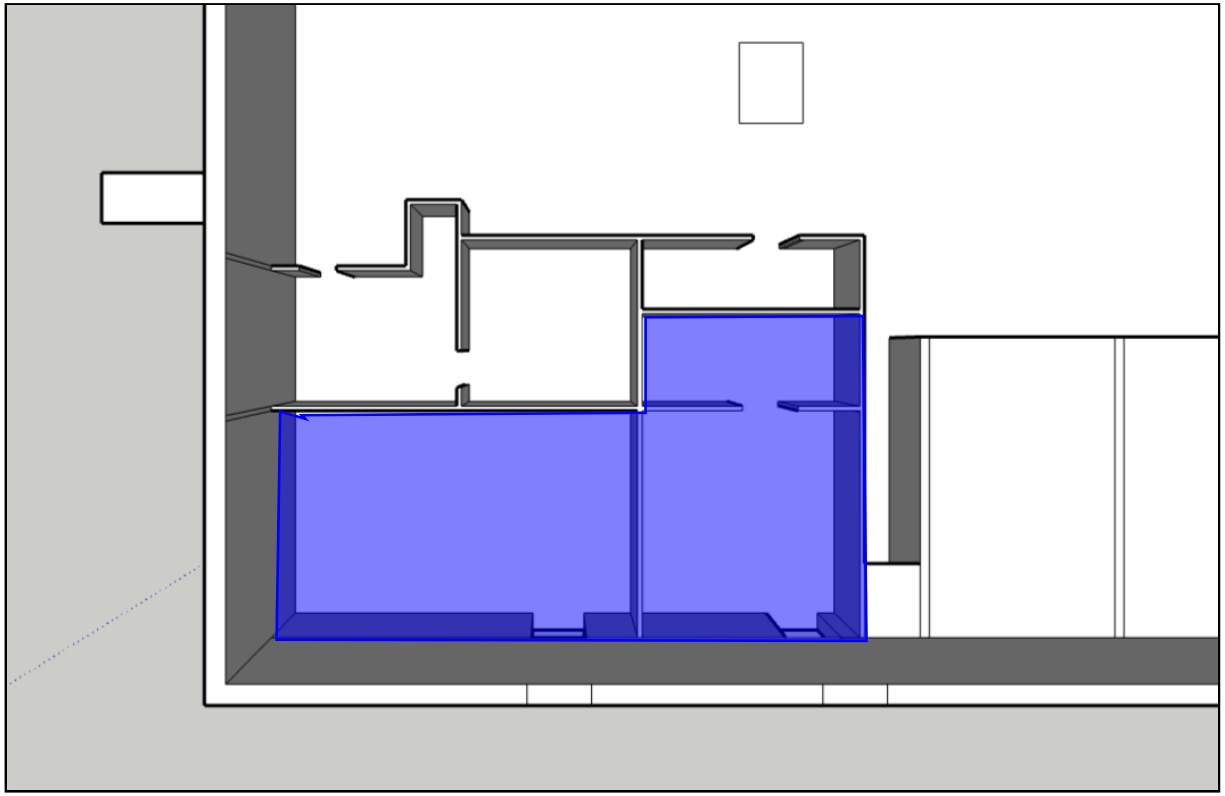



TROVER
CONSTRUCTION PROJECT MANAGEMENT

# Warehouse Reconfiguration: version 3







TROVER
CONSTRUCTION PROJECT MANAGEMENT

| City of Oroville Corp Yard Budget | | | |
|---|---|---|---|
| **Description** | **Total Cost** | | **Comments** |
| **Direct Construction Cost** | | | |
| Addition to Office Building | $ | 1,107,000.00 | Approx. 1845 SF at $600/SF |
| Office Interior/ADA Upgrades | $ | 150,000.00 | Budget number |
| Bathroom in Wearhouse | $ | 175,000.00 | Budget number |
| Warehouse Partition | $ | 40,000.00 | Budget number |
| Roll Up Bays | $ | 50,000.00 | Sectional door on track |
| Fencing/Gates | $ | 35,250.00 | 6' Chain link with 2 gates |
| Re-Roof Existing Building | $ | 53,823.00 | $1,100 per square, 30 year comp |
| | $ | - | |
| | $ | - | |
| **Total Direct Construction Costs** | $ | 1,611,073.00 | |
| | | | |
| **Indirect Costs** | | | |
| Architecture/Engineering | $ | 70,000.00 | Budget number |
| Project Mgmt. | $ | 65,000.00 | Budget number |
| Testing | $ | 2,000.00 | |
| | | | |
| Contingency 10% of Direct Costs | $ | 161,107.30 | |
| | | | |
| **Total Indirect Costs** | **$** | **298,107.30** | |
| | | | |
| | **Total Project Budget** | | |
| | **$** | **1,909,180.30** | |

# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **BRIAN RING, CITY ADMINISTRATOR**

**RE:** **AGREEMENT WITH CITY OF CHICO ON USE OF RULE 20A CREDITS FROM BUTTE COUNTY**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council may consider an agreement with the City of Chico which allows the City of Chico to receive Rule 20A credits from Butte County (approximately $5,743,000), with the understanding that if the City of Oroville does not receive an additional amount of reallocated Rule 20A credits to fully fund the City's Myers Street Underground Utility District project, the City of Chico would provide the difference needed, not to exceed $2,871,000 (fifty percent of the County's credits), with an in-lieu cash contribution for the construction of the Myers Street project, upon approval of the project from Pacific Gas and Electric.

## DISCUSSION

Pacific Gas and Electric (PG&E) established a funding program in 1968 (Rule 20A Utility Undergrounding Program), Program, in response to the California Public Utilities Commission's mandate for utility funded underground conversion programs to help communities convert existing overhead utilities to underground.

The City of Oroville (City) established an underground utility district (Myers Street Underground Utility District) in 2011, with the goal of undergrounding existing utility services in this district which are currently provided via overhead distribution services on Meyers Street from Oro Dam Boulevard to Wyandotte Avenue. The City received Rule 20a Credits from PG&E to assist with the cost of undergrounding this infrastructure. The current amount of credits that the City has are $1,460,596. Estimated cost of this project is in the neighborhood of $6,500,000.

PG&E is in the process of eliminating this program and will be re-allocating credits from jurisdictions that will not be able to use their credits. The City has expressed the desire to receive additional credits through this reallocation process, to help fill the funding gap of the Meyers Street project.

Butte County (County) has approximately $5,743,000 in credits available. These credits may be transferred to other jurisdictions within the County. Both the City of Chico and the City of Oroville have eligible projects and have expressed a desire for these credits. The County has expressed a willingness to transfer these credits.

Given the shovel readiness of the City of Chico's projects and the potential for the City of Oroville to received additional reallocated credits, both parties have worked towards an agreement to initially transfer all of the County's credits (approximately $5,743,000) to the City of Chico, with the understanding that if the City of Oroville does not receive sufficient reallocated credits to fully fund the Myers Street Underground Utility District project, the City of Chico would provide the difference needed, not to exceed $2,871,000 (one half of the County's credits), with an in-lieu cash contribution to be used for the construction of the Meyers Street project.

The city also has a prior design for streetscape improvements on Myers between Ontario Avenue and Wyandotte Avenue. When the Rule 20A funds become available, the city intends to combine both projects into a significant improvement project for Southside.

**FISCAL IMPACT**

None at this time. Commits the City of Chico to paying an in-lieu payment to the City of Oroville in the amount of up to approximately $2,871,000 (50% of the County's credits), depending on how many reallocated Rule 20A credits that are received by the City of Oroville.

**RECOMMENDATION**

Approve agreement and authorize the Mayor to sign.

**ATTACHMENTS**

Resolution No. 7831
Resolution No. 7834
A-3517 Agreement with City of Chico

# CITY OF OROVILLE
# RESOLUTION NO. 7834

**A RESOLUTION OF THE OROVILLE CITY COUNCIL ESTABLISHING AN UNDERGROUND UTILITY DISTRICT ALONG MYERS STREET FROM ABOUT 100 FEET SOUTH OF ORO DAM BOULEVARD TO WYANDOTTE AVENUE AND FINDING AND DETERMINING THAT PUBLIC NECESSITY, HEALTH, SAFETY, OR WELFARE REQUIRE REMOVAL OF POLES, OVERHEAD WIRES, AND ASSOCIATED OVERHEAD STRUCTURES, AND ORDERING REMOVAL OF SAME**

**WHEREAS,** by Resolution No. 7831, titled "A RESOLUTION OF THE OROVILLE CITY COUNCIL CALLING A PUBLIC MEETING TO DETERMINE WHETHER PUBLIC NECESSITY, HEALTH, SAFETY OR WELFARE REQUIRE THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT ON MYERS STREET FROM ORO DAM BOULEVARD TO WYANDOTTE AVENUE (PG&E RULE 20A PROJECT), a public hearing was called for December 20, 2011 at the hour of 7:00 p.m., in the Oroville City Council Chambers, Oroville, California, to declare and determine a certain area of the City as an underground utility district to be known as the Myers Street Underground Utility District (UUD) for conduits, wires, cables and associated appurtenances, for the purpose of supplying electric, telephone, telegraph, cable television and other similar associated service by means of electrical materials or devices; and

**WHEREAS,** the same day, hour, and place mentioned above were fixed as the time and place for a public hearing to ascertain whether the public necessity, health, safety, or welfare required the removal of poles, overhead wires, and associated overhead structures, and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service, within that certain area of the City generally described as follows:

> "Myers Street from about 100 feet south of Oro Dam Boulevard to Wyandotte Avenue (Myers Street UUD); and

**WHEREAS,** notice of such hearing was given to all affected property owners as shown on the last equalized assessment roll and to all affected utilities, in the manner and for the time required by law; and

**WHEREAS,** such hearing was duly held, and all interested persons were given an opportunity to be heard; and

**WHEREAS,** the Oroville City Council determined after hearing on the subject that the underground utility district herein created is in the general public interest for the following reasons:

1. The undergrounding to be accomplished will avoid or eliminate an unusually heavy concentration of overhead distribution facilities;

2. The streets, roads or rights of way in the District are extensively used by the general public and carry a heavy volume of pedestrian or vehicular traffic; and

3. The said streets, roads or rights of way adjoin or pass through a civic area.

**AND WHEREAS**, the County of Butte is also participating in the Project and has formed an Underground Utility District for parcels within Butte County along Myers Street from Wyandotte Avenue to Lincoln Boulevard.

**NOW THEREFORE,** be it hereby resolved by the as follows:

1. That pursuant to Chapter 25B of the Oroville Municipal Code that a certain area within the City, as more specifically described in Exhibit "A," entitled "CITY OF OROVILLE MYERS STREET UNDERGROUND UTILITY DISTRICT FROM ORO DAM BOULEVARD TO WYANDOTTE AVENUE and depicted in Exhibit "B," entitled "MYERS STREET UNDERGROUND UTILITY DISTRICT – CITY OF OROVILLE PARCELS – WYANDOTTE AVENUE TO ORO DAM BOULEVARD," attached hereto and by this reference incorporated herein, is declared and determined to be an underground utility district for conduit, wires, and associated appurtenances for the purpose of supplying electric, communication, and other similar or associated services by means of electrical materials or devices.

2. That the public necessity, health, safety, or welfare require the removal of all poles, overhead wires, and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service, for all properties within the Myers Street UUD as more specifically described in Exhibit "A," and delineated in Exhibit "B," attached hereto and by this reference incorporated herein.

3. That the City Council does hereby fix October 30, 2016 as the "pole out date" on or before which the utility companies, cable television services, and other affected services complete the required underground substructure within Myers Street UUD

4. That the Oroville City Council does hereby fix April 30, 2016 as the date on or before which affected property owners within the Myers Street UUD be ready to receive underground service, and does hereby order the removal of all poles, overhead wires, and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication, or similar or associated service within the Myers Street UUD on or before October 30, 2016.

5. That the utility which undertakes underground installation of its facilities shall use the underground conversion allocations computed pursuant to the decisions of the Public Utilities Commission of the State of California for the purpose of providing to each premises requiring it within the Myers Street UUD, individual electric service trenching and conductor (as well as backfill, paving and conduit, if required). Each other serving utility will provide service trenching and conductor in accordance with

its tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with the County. Each property owner within the Myers Street UUD shall be responsible for the installation and maintenance of the conduit and termination box located on, under, or within any structure on the premises served, except that the utility which undertakes underground electric installation shall use said underground conversion allocation pursuant to the decisions of the California Public Utilities Commission for the purpose of providing to each of the premises requiring it within the Myers Street UUD, the conversion of electric service panels to accept underground service.

6. The Mayor is hereby authorized and direct to execute the following agreements with PG&E for the Myers Street UUD, which are attached to this Resolution as Exhibits "C", "D" and "E":

   a. Agreement to Perform Tariff Related Work - Rule 20A General Conditions
   b. Addendum to Agreement to Perform Tariff Related Work – Rule 20A General Conditions
   c. Agreement to Perform Tariff Related Work - Electrical Panel Service Conversion
   d. Letter of Streetlight Agreement

7. That the City Clerk is hereby instructed to notify all affected utilities and all persons owning real property along Myers Street from Oro Dam Boulevard to Wyandotte Avenue being within the Myers Street UUD of the necessity that, if they or any person occupying such property desire to continue to receive electric, communication, or other similar or associated service, they or such occupant shall, by the date fixed in this resolution, provide all necessary facility changes on their premises so as to receive such service from the lines of the supplying utility or utilities at a new location, subject to applicable rules, regulations and tariffs of the respective utility or utilities in file with the Public Utilities Commission of the State of California. Such notification shall be made by mailing a copy of this resolution together with a copy of said Chapter 25B of the Oroville Municipal Code to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on December 20, 2011, by the following vote:

AYES: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: None

ABSTAIN: None

ABSENT: None

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

G. Harold Duffey, City Clerk

# EXHIBIT A

## CITY OF OROVILLE

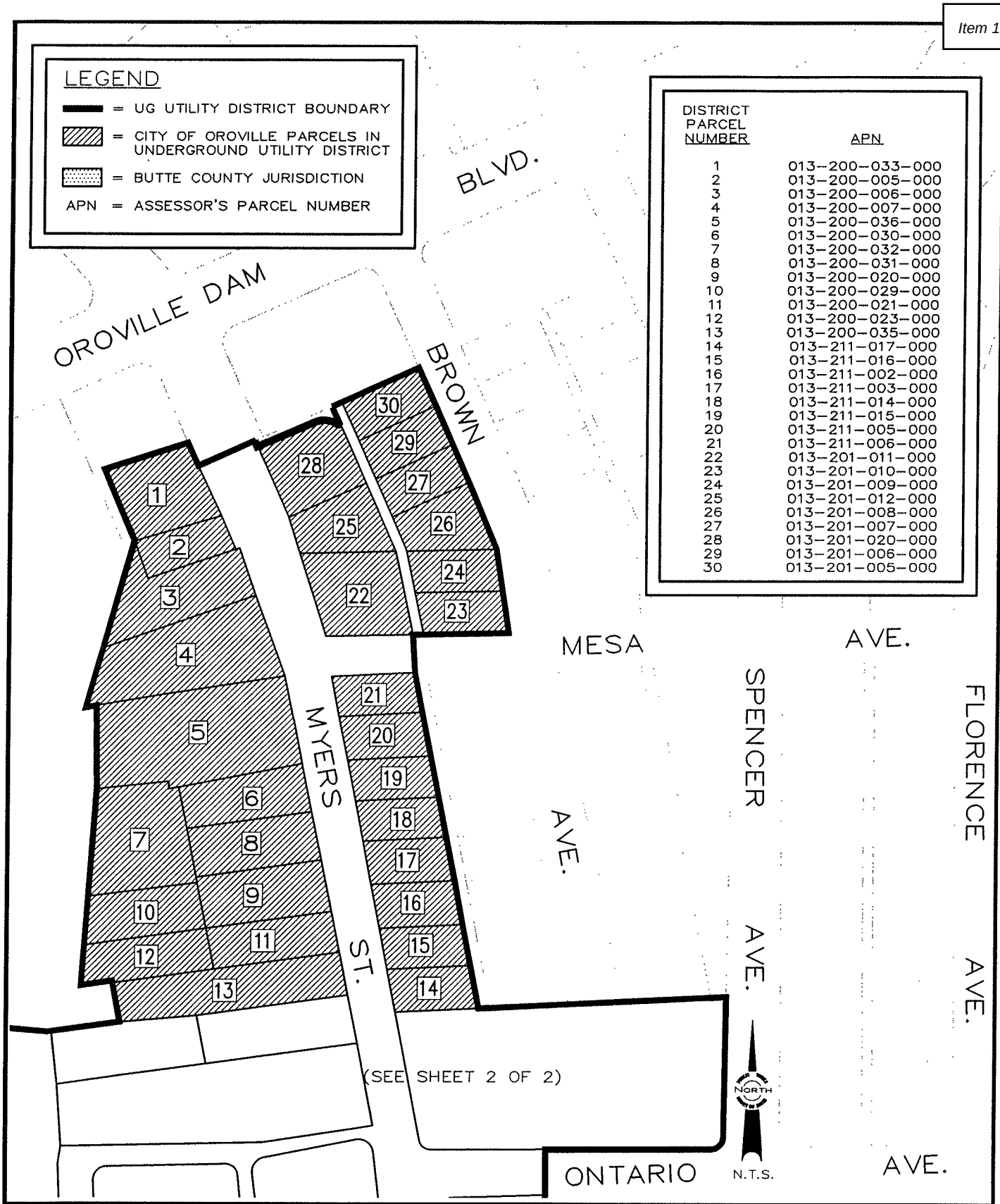
## MYERS STREET UNDERGROUND UTILITY DISTRICT FROM ORO DAM BOULEVARD TO WYANDOTTE AVENUE

All that certain real property situated in the City of Oroville, State of California, more particularly described as follows:

Myers Street Right-of-Way lines from the southwest corner of Assessors Parcel Number (APN) 035-050-104 and the northwest corner of APN 013-201-020 to the easterly prolongation of the southerly Right-of-Way line of Wyandotte Avenue;

Together with those certain parcels of land abutting the Right-of-Way lines of Myers Street, said parcels being assigned APN's listed below.

| | | |
|---|---|---|
| 013-200-005 | 013-201-011 | 035-061-003 |
| 013-200-006 | 013-201-012 | 035-062-003 |
| 013-200-007 | 013-201-020 | 035-062-005 |
| 013-200-015 | 013-210-002 | 035-062-006 |
| 013-200-020 | 013-211-002 | 035-062-007 |
| 013-200-021 | 013-211-003 | 035-062-008 |
| 013-200-023 | 013-211-005 | 035-062-009 |
| 013-200-024 | 013-211-006 | 035-063-012 |
| 013-200-025 | 013-211-014 | 035-063-013 |
| 013-200-029 | 013-211-015 | 035-063-014 |
| 013-200-030 | 013-211-016 | 035-064-001 |
| 013-200-031 | 013-211-017 | 035-064-003 |
| 013-200-032 | 013-221-003 | 035-064-013 |
| 013-200-033 | 013-222-005 | 035-065-002 |
| 013-200-035 | 013-222-006 | 035-065-003 |
| 013-200-036 | 013-223-011 | 035-065-004 |
| 013-201-005 | 013-223-012 | 035-065-006 |
| 013-201-006 | 013-223-013 | 035-065-008 |
| 013-201-007 | 013-223-014 | 035-065-009 |
| 013-201-008 | 013-223-017 | 035-320-001 |
| 013-201-009 | 035-061-008 | 035-320-003 |
| 013-201-010 | 035-061-002 | 035-320-004 |




MYERS STREET UNDERGROUND UTILITY DISTRICT
CITY OF OROVILLE PARCELS
WYANDOTTE AVENUE TO OROVILLE DAM BLVD.
EXHIBIT B (SHEET 1 OF 2)

11/28/2011

# MYERS STREET UNDERGROUND UTILITY DISTRICT
## CITY OF OROVILLE PARCELS
## WYANDOTTE AVENUE TO OROVILLE DAM BLVD.
## EXHIBIT B (SHEET 2 OF 2)

11/28/2011




| DISTRICT PARCEL NUMBER | APN |
|---|---|
| 31 | 013-200-025-000 |
| 32 | 013-200-024-000 |
| 33 | 013-200-015-000 |
| 34 | 035-062-006-000 |
| 35 | 035-062-007-000 |
| 36 | 035-062-005-000 |
| 37 | 035-062-003-000 |
| 38 | 035-062-009-000 |
| 39 | 035-062-008-000 |
| 40 | 035-061-008-000 |
| 41 | 035-061-003-000 |
| 42 | 035-061-002-000 |
| 43 | 035-063-012-000 |
| 44 | 035-063-013-000 |
| 45 | 035-063-014-000 |
| 46 | 035-064-001-000 |
| 47 | 035-064-013-000 |
| 48 | 035-064-003-000 |
| 49 | 013-221-003-000 |
| 50 | 035-065-004-000 |
| 51 | 035-065-006-000 |
| 52 | 035-320-001-000 |
| 53 | 035-320-003-000 |
| 54 | 035-320-004-000 |
| 55 | 035-065-009-000 |
| 56 | 035-065-008-000 |
| 57 | 035-065-002-000 |
| 58 | 035-065-003-000 |
| 59 | 013-223-017-000 |
| 60 | 013-223-011-000 |
| 61 | 013-223-012-000 |
| 62 | 013-223-013-000 |
| 63 | 013-223-014-000 |
| 64 | 013-222-005-000 |
| 65 | 013-222-006-000 |
| 66 | 013-210-002-000 |

LEGEND

= UG UTILITY DISTRICT BOUNDARY

= CITY OF OROVILLE PARCELS IN UNDERGROUND UTILITY DISTRICT

= BUTTE COUNTY JURISDICTION

APN = ASSESSOR'S PARCEL NUMBER

Pacific Gas and El... Com...

# EXHIBIT C

Agreement to Perform
Tariff Scheduled Related Work,
Rule 20A General Conditions

Program Liaison, Lizette Burtis
PROJECT MGR.
PM #

PROJECT NAME: Myers Street Oroville R20A

LOCATION: Myers Street, CALIFORNIA

City: Oroville

City/County of Oroville, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

**General Conditions:**
PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities as outlined in the Rule 20 Tariff. To ensure the success of this program, the Applicant agrees to support the Rule 20A Program as follows:

**Responsibilities of the Applicant:**

1. Consult with PG&E to confirm the requirements and location of the project.
2. Provide a resolution and boundary map as required in Electric Rule 20.
3. Provide a list of all recorded property owners, APN#, phone number and address.
4. Provide a list of the most recent tenant (for rental properties).
5. Provide Base Map (in AutoCAD) showing the following: boundary, roads, future road improvements, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles.
6. Secure all required rights-of-way and easements, which must be satisfactory to and approved by PG&E.
7. Own and manage all contaminated soils. (Rule 20A funding cannot be used for environmental remediation costs)
8. Own and manage all cultural resource findings. (Rule 20A funding cannot be used for managing cultural resource findings).
9. Provide recent pot holing/core samplings and soils/paving information from projects that were recently completed.
10. Provide acceptable construction yard for materials and equipment storage.
11. Pay for paving and restoration costs beyond the standard excavations and restorations necessary for the construction of the project. Joint trench participants will replace paving, landscaping, sidewalk, etc. that is removed during construction. (Rule 20A funding cannot be used for additional restoration costs).
12. Waive paving moratorium requirements, or pay for additional costs above PG&E's responsibility for restoration.
13. Stake and survey for any associated future grade changes.
14. Should applicant require additional traffic control beyond that which PG&E provides (per California Joint Utility Traffic Control Committee), Applicant will pay for the additional costs.
15. Should Applicant require a traffic control plan, Applicant will prepare or pay to prepare such a plan.
16. Pay for streetlight costs per Street Light Agreement.
17. Remove Applicant owned streetlights attached to utility poles and located within the underground district at Applicant cost. .
18. Issue and waive cost of encroachment permit.
19. Waive work hour restrictions for construction, including holiday and/or special construction limitations.
20. Waive all permit fees and other incidental project specific costs, including but not limited to: parking charges; rental cost of city or county properties; and lost revenues.

**Responsibilities of PG&E:**

1. Provide consultation to Applicant to establish resolution and boundary map.
2. If designated as the design/trench lead, prepare the Intents, Composite and Form B (costs will be shared by all joint trench participants).
3. Provide electric design to the design/trench lead agency, if lead is other than PG&E.
4. Identify all locations that require an easement.
5. Prepare easement documents for signature.
6. Upon request of the Applicant, Rule 20A allocation may be used for the installation of no more than 100 feet of each customer's underground electric service lateral.
7. Upon request of the Applicant, the Rule 20A allocation may be used for the conversion of electric service panels to accept underground service, up to $1,500 per service entrance (excluding permit fees). Alternatively, if the Applicant requests that PG&E manage the panel conversion work, perform such conversions by agreement (Form 79-1113, Agreement to Perform Tariff Schedule Related Work, Rule 20A).

Pacific Gas and Electric Company

**Agreement to Perform**
**Tariff Scheduled Related Work,**
**Rule 20A General Conditions**

Program Liaison, Lizette Burtis
PROJECT MGR.
PM #

8. Provide inspection services for the installation of PG&E facilities.
9. Remove poles, or portions of poles, from the underground district as required by the Joint Pole Utility Agreement.
10. Provide proper notification to all affected customers when electrical outages are necessary to complete project conversion to the new underground system.

**We have read the above information and understand and agree with the provisions and responsibilities as described above/.**

Executed this Twentieth day of December 2011

City/~~County of~~: Oroville
Applicant

By: Linda L Dahlmeier

Linda L. Dahlmeier
(Print or Type Name)

Mayor
Title:

Mailing Address: 1735 Montgomery St.

City/~~County of~~: Oroville

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Sindy Mikkelsen
(Print or Type Name)

Program Manager
Title:

**ADDENDUM TO**

**Agreement to Perform Tariff Schedule Related Work,**

**Rule 20A General Conditions**

This addendum is to supplement the "Agreement to Perform Tariff Schedule Related Work, Rule 20A General Conditions" between Pacific Gas and Electric Company (PG&E) and the City of Oroville (City).

Article 14 *Should applicant require additional traffic control beyond that which PG&E provides (per California Joint Utility Traffic Control Committee), Applicant will pay for the additional costs.*

The City understands that the minimum traffic control criterion is the standard established in the Work Area Traffic Control Handbook, commonly known as the WATCH manual or equivalent.

Article 15 *Should Applicant require a traffic control plan, Applicant will prepare or pay to prepare such a plan.*

The City shall not require a traffic control plan to be prepared. However, PG&E or its contractors shall be required to obtain an Encroachment Permit (fee waived as per Article 18) and indicate a work schedule and method of traffic control meeting the conditions specified under Article 14. Additionally, for the convenience of the motorist, PG&E shall refrain from consecutive road intersection closures.

Article 18 *Issue and waive cost of encroachment permit.*

&

Article 20 *Waive all permit fees and other incidental project specific costs, including but not limited to: parking charges; rental cost of city or county property; and lost revenues.*

The City is a strong advocate of effective communication. The City understands that the requirement for Encroachment Permit is NOT waved by these Articles. However, the City shall waive all encroachment permit fees. PG&E shall notify the City of work schedule and cooperate with the City on work inspection.

Article 19 *Waive work hour restrictions for construction, including holiday and/or special construction limitations.*

It is mutually understood during a face to face meeting between PG&E, County of Butte and the City that no work shall be done on Saturday and Sunday. It is also mutually understood that no night work shall be performed. Night work is defined as any work performed after 6:00 pm. However, the City will consider request for weekends work and night work if requested by PG&E or its contractors.

LINDA DAHLMEIER, Mayor
City of Oroville

SINDY MIKKELSEN, Program Manager
PG&E

# EXHIBIT D

Pacific Gas and Electric Company

**Agreement to Perform Tariff Scheduled Related Work, Rule 20A Electric Panel Service Conversions**

☐ APPLICANT (Original) MLX#
☐ DIVISION (Original) PM #
☐ ACCTG. SERVICES PROJECT MGR. Program Liaison, Lizette Burtis

City/~~County~~ of Oroville, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

**Electric Panel Service Conversion Program:**
In order to expedite the completion of Rule 20A Projects, PG&E has offered to manage the electric service conversions, and pay for this work from the Applicant's allocation funds. The underground electric feed that replaces the existing overhead service will be installed in the most economical manner possible, as determined by PG&E. To ensure the success of this program, the Applicant agrees to support the Electric Panel Service Conversion Program as follows:

**Responsibilities of the Applicant:**

1. Provide accurate list of owner, parcel #, address, phone number.
2. Mail informational letters to all residents describing the program and their responsibilities.
   a. PG&E will provide templates for these letters.
3. Obtain Right of Entry agreements from property owners prior to scheduling construction.
   a. PG&E will provide the document for each property owner to complete and sign.
4. Provide a liaison for residents and property owners to contact with questions.
5. Waive permit fees.
6. Waive Inspection fees.
7. Facilitate a preliminary job walk with the liaison, building inspector and others.
   a. Review PG&E's intended placement of new equipment required for conversions.
   b. Clarify the inspection and permit requirements and timing, if necessary.
8. Provide information enabling the field crews to determine the location of property lines.
9. Disclose all special circumstances
   a. For example: historic buildings, hazardous materials, environmental issues, burial grounds and other items that may affect the overhead-to-underground conversion.
10. Communicate with the property owners if additional work beyond the conversion will be required.
    a. PG&E will pay for the work required to replace the existing overhead electric feed with a new underground feed only. The cost of any additional work required to bring the property up to current codes will be borne by others (property owner or Applicant).
    b. The Applicant will communicate to the property owner all items that must be brought up to code in a timely manner, and all code issues will be managed by the Applicant.
11. Disclose work hours and days.
12. Agree prior to construction regarding the required notifications to residents and property owners.
13. Failure to complete the above requirements may result in construction delays.

PROJECT NAME: Myers Street Oroville R20A

LOCATION: Myers Street, CALIFORNIA

City: Oroville

Executed this Twenty-fifth day of December 20 11

City/~~County of~~: Oroville
Applicant

By: Linda Dahlmeier

Linda L. Dahlmeier
(Print or Type Name)

Mayor
Title

Mailing Address: 1735 Montgomery St.

City/~~County of~~: Oroville

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Sindy Mikkelsen
(Print or Type Name)

Program Manager
Title:

Form 79-1113 (Rev 1/10)
Service Planning
Advice No. 3602 -E

Pacific Gas and Electric Company®

# EXHIBIT E

Project Manager:
PM #:

## Letter of Streetlight Agreement

Dear valued customer,

As we approach the beginning of your Rule 20A project, one issue that you will need to address is your choice of the available streetlight options. The streetlights located within the Rule 20A project are currently (PG&E or community owned) and on Rate Schedule (LS1, LS2, LS3, streetlights OL1 outdoor lighting, TC1 traffic signals).

Rule 20A funding covers the costs of converting existing PG&E owned streetlight services on a one-for-one basis, but does not provide for the upgrading of facilities. Therefore, if the existing streetlights are on wood poles, the Rule 20A funding will cover the cost of providing an underground service and riser up the existing wood pole to the existing streetlight and the topping of the wood pole just above the streetlight.

You have the option under Rate Schedule LS1 (PG&E owned streetlights); to install new-galvanized steel streetlights that meet PG&E's standards or have PG&E install these new streetlights for you at your cost, in place of leaving the existing wood pole mounted streetlights. If you choose to have PG&E install these new streetlights standards the costs which you will be responsible for will include the installation and purchase of the new streetlight, replacement of any necessary landscaping, pavement and/or concrete and ITCC tax at a current rate of 34%. If you choose to install new streetlights that do not meet PG&E's standards, you may do so but PG&E will no longer own and maintain them.

If the existing streetlights are customer owned (rate schedule LS2 or LS3), you as the streetlight owner will be responsible for the cost to underground the streetlights. A portion of your streetlight undergrounding cost will include a share of the joint trenching costs (based on the conduit occupancy of the joint trench) and streetlight conduit installation costs should you choose to participate in the joint trench. When estimating begins we will provide you with an estimate of the approximate cost of this portion of your streetlight conversion costs for your budgeting purposes. You will also be responsible for any connection and removal costs associated with your customer owned streetlights. All of the provisions of customer owned streetlights also apply to traffic signals (rate schedule TC1) and outdoor lighting (rate schedule OL1).

Please note that the existing streetlights and supporting overhead electrical system cannot be removed prior to the new streetlights being installed and energized. If you are the streetlight owner or they are PG&E owned and you choose to perform the streetlight work yourself, then the new streetlights should be installed and ready to be energized prior to the completion of trenching. Streetlight standard leads times can be three to four months, so please coordinate your work to ensure the streetlights do not delay removal of the overhead system.

Pacific Gas and Electric Company®

Please check the boxes below that represent how your community would like to proceed regarding streetlights.

- ☐ Streetlights will remain on existing wood poles.
- ☐ Install new galvanized steel streetlight poles at our expense.
- ☐ We choose to purchase and install our own new streetlights poles.
- ☐ We choose to participate in the joint trench installing our own streetlight conduit.
- ☐ We choose to participate in the joint trench, but would like PG&E to install our streetlight conduit.
- ☐ We choose not to participate in the joint trench, and instead will do our own trenching for streetlights.
- ☐ The current streetlights are in conflict with our road improvements and we would like PG&E to replace them on a one-for-one basis.

***NOTE:*** LS1 = Owned & maintained by PG&E; LS2 = Customer owned & maintained or PG&E maintained; LS3 = Customer owned metered; OL1= Outdoor lighting private property; TC1 = Government owned metered traffic signals or signal lighting systems.

**I request PG&E to proceed with the design of this project based on the above marked choices and understand I will have a chance to review the estimate prior to agreeing on any associated cost. If applicable, contracts will be executed based on the above decisions and associated cost.**

City/~~County of~~: Oroville

Applicant

By: Linda L. Dahlmeier

Linda L. Dahlmeier
(Print or Type Name)

Mayor
Title:

Mailing Address: 1735 Montgomery St.

City/~~County of~~: Oroville

**Date:** December 20, 2011

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

Sindy Mikkelsen
(Print or Type Name)

**Program Manager**
**Title:**

**Project Description:** _____

**ADDENDUM TO**

**Agreement to Perform Tariff Schedule Related Work,**

**Rule 20A General Conditions**

This addendum is to supplement the "Agreement to Perform Tariff Schedule Related Work, Rule 20A General Conditions" between Pacific Gas and Electric Company (PG&E) and the City of Oroville (City).

Article 14 *Should applicant require additional traffic control beyond that which PG&E provides (per California Joint Utility Traffic Control Committee), Applicant will pay for the additional costs.*

The City understands that the minimum traffic control criterion is the standard established in the Work Area Traffic Control Handbook, commonly known as the WATCH manual or equivalent.

Article 15 *Should Applicant require a traffic control plan, Applicant will prepare or pay to prepare such a plan.*

The City shall not require a traffic control plan to be prepared. However, PG&E or its contractors shall be required to obtain an Encroachment Permit (fee waived as per Article 18) and indicate a work schedule and method of traffic control meeting the conditions specified under Article 14. Additionally, for the convenience of the motorist, PG&E shall refrain from consecutive road intersection closures.

Article 18 *Issue and waive cost of encroachment permit.*

&

Article 20 *Waive all permit fees and other incidental project specific costs, including but not limited to: parking charges; rental cost of city or county property; and lost revenues.*

The City is a strong advocate of effective communication. The City understands that the requirement for Encroachment Permit is NOT waved by these Articles. However, the City shall waive all encroachment permit fees. PG&E shall notify the City of work schedule and cooperate with the City on work inspection.

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It is mutually understood during a face to face meeting between PG&E, County of Butte and the City that no work shall be done on Saturday and Sunday. It is also mutually understood that no night work shall be performed. Night work is defined as any work performed after 6:00 pm. However, the City will consider request for weekends work and night work if requested by PG&E or its contractors.

LINDA DAHLMEIER, Mayor
City of Oroville

SINDY MIKKELSEN, Program Manager
PG&E 11-18-11

# CITY OF OROVILLE
# RESOLUTION NO. 7831

## A RESOLUTION OF THE OROVILLE CITY COUNCIL CALLING A PUBLIC HEARING TO DETERMINE WHETHER PUBLIC NECESSITY, HEALTH, SAFETY, OR WELFARE REQUIRE THE FORMATION OF AN UNDERGROUND UTILITY DISTRICT ON MYERS STREET FROM ORO DAM BOULEVARD TO WYANDOTTE AVENUE (PG&E RULE 20A PROJECT)

**WHEREAS,** Chapter 25B of the Oroville Municipal Code establishes a procedure for the creation of underground utility districts and requires as the initial step in such procedures the holding of a public hearing to ascertain whether public necessity, health, safety, and welfare require the removal of poles, overhead wires and facilities for supplying electric, communications, or similar or associated utility services in any such district; and

**WHEREAS,** it has been recommended that such an underground utility district, hereafter called the Myers Street Underground Utility District be formed on Myers Street from Oro Dam Boulevard to Wyandotte Avenue.

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

1. Notice is hereby given that a public hearing will be held by the Oroville City Council on December 20, 2011, at the hour of 7:00 PM in the Oroville City Council Chambers to ascertain whether public necessity, health, safety or welfare require the removal of poles, overhead wires and facilities for supplying electric, communications, or similar or associated utility services in the District described above.

2. At such hearing, all persons interested shall be given an opportunity to be heard. Said hearing may be continued from time to time as may be determined by the City Council.

3. The City Clerk shall notify all affected property owners as shown on the last equalized assessment roll, and participating utility companies, of the time and place of such hearing by mailing a copy of this resolution to such property owners and utilities concerned at least ten (10) days prior to the date.

4. The area proposed to be included in the District is shown upon that certain map entitled PROPOSED UNDERGROUND DISTRICTS - MYERS STREET FROM ORO DAM BOULEVARD TO LINCOLN BOULEVARD, which is on file in the offices of the City Clerk of the City of Oroville.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting on December 6, 2011, by the following vote:

AYES: Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

NOES: None

ABSTAIN: None

ABSENT: None

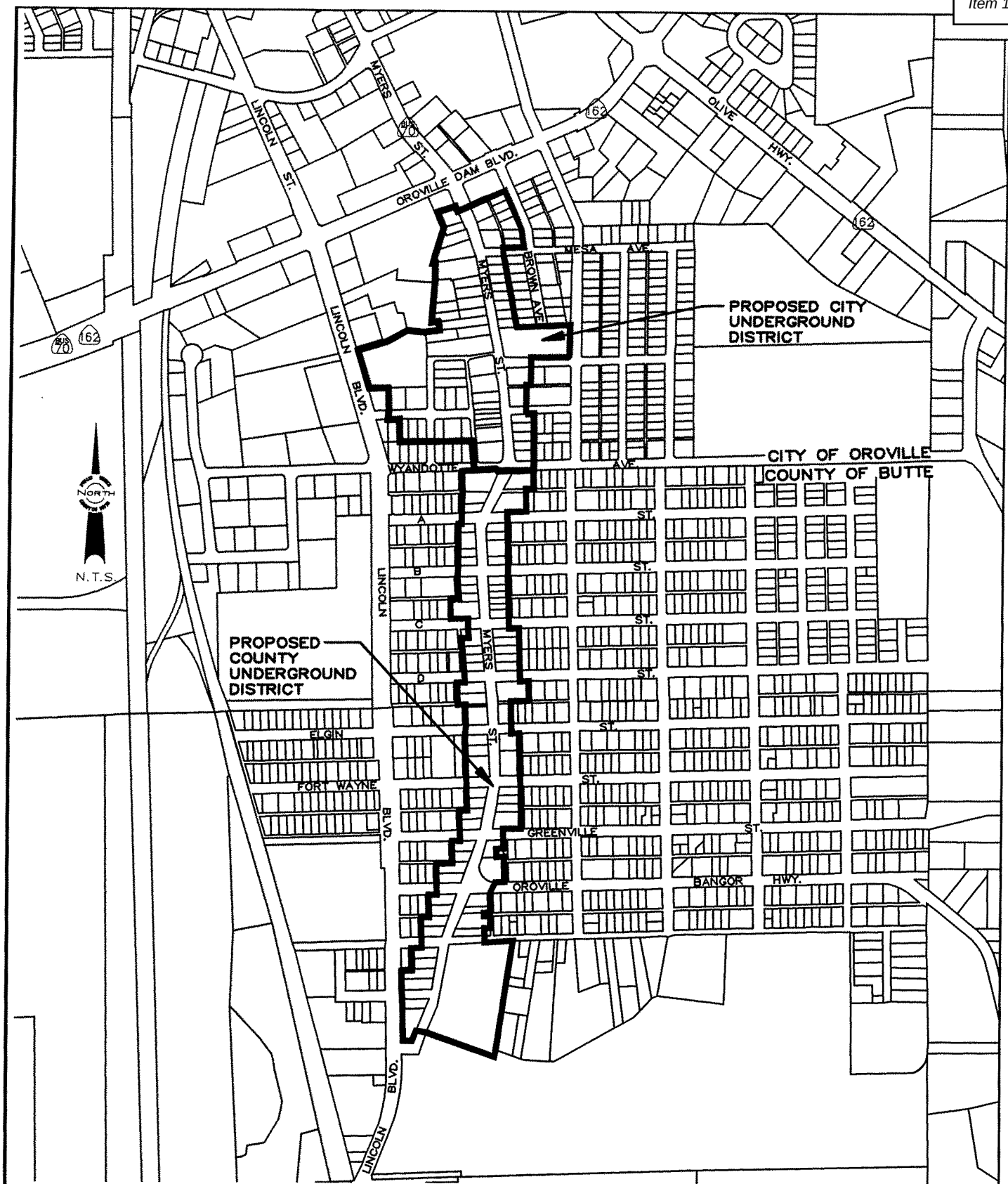
Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

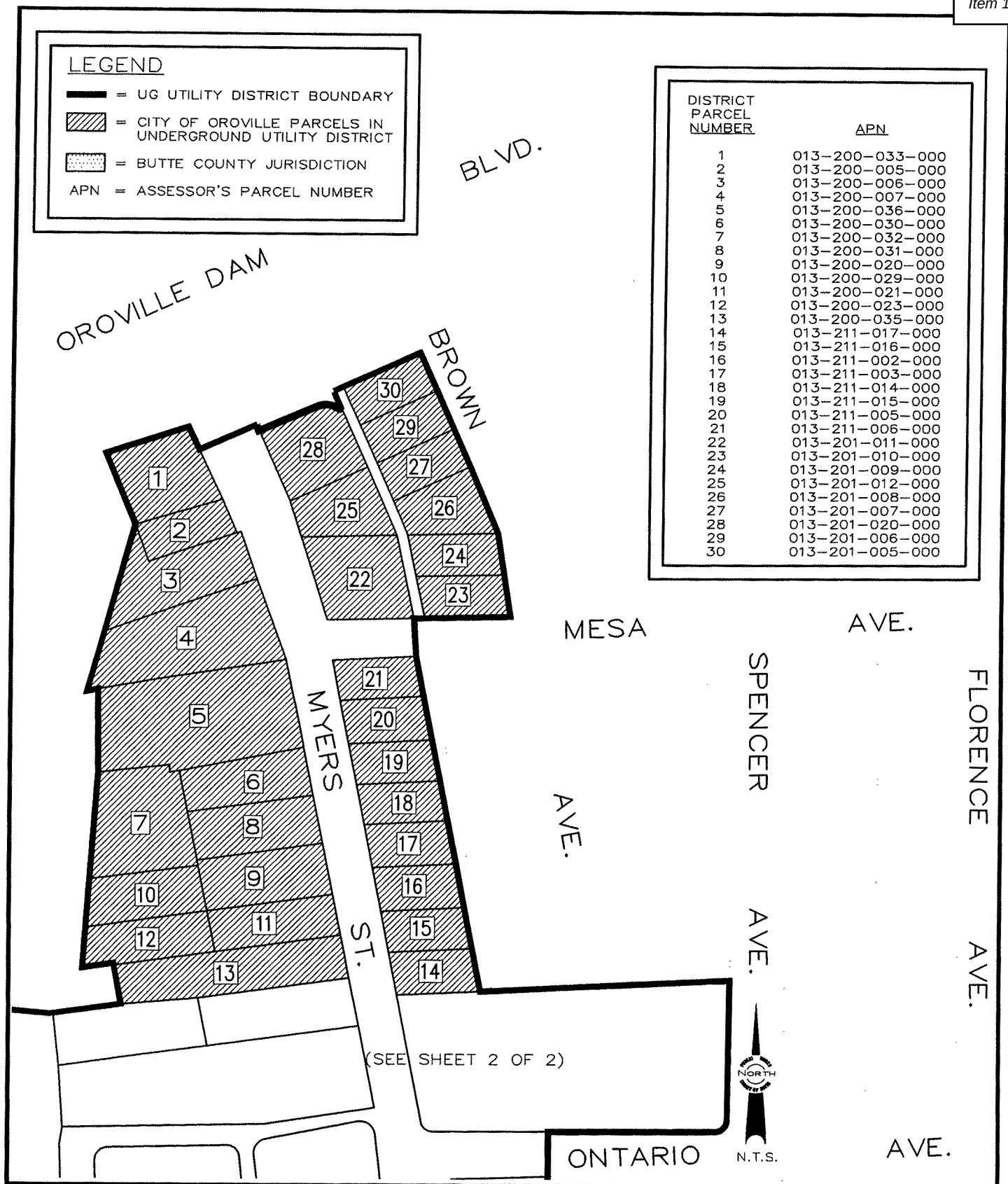
ATTEST:

G. Harold Duffey, City Clerk




PROPOSED UNDERGROUND DISTRICTS
MYERS ST. FROM OROVILLE DAM BLVD. TO LINCOLN BLVD.
(PG&E PROJECT–MYERS ST. BUTTE COUNTY RULE 20A)
LOCATION MAP

DEPARTMENT OF BUTTE COUNTY PUBLIC WORKS




MYERS STREET UNDERGROUND UTILITY DISTRICT
CITY OF OROVILLE PARCELS
WYANDOTTE AVENUE TO OROVILLE DAM BLVD.
EXHIBIT B (SHEET 1 OF 2)

11/28/2011

# MYERS STREET UNDERGROUND UTILITY DISTRICT
## CITY OF OROVILLE PARCELS
## WYANDOTTE AVENUE TO OROVILLE DAM BLVD.
## EXHIBIT B (SHEET 2 OF 2)

11/28/2011




LEGEND

- = UG UTILITY DISTRICT BOUNDARY
- = CITY OF OROVILLE PARCELS IN UNDERGROUND UTILITY DISTRICT
- = BUTTE COUNTY JURISDICTION
- APN = ASSESSOR'S PARCEL NUMBER

| DISTRICT PARCEL NUMBER | APN |
|---|---|
| 31 | 013-200-025-000 |
| 32 | 013-200-024-000 |
| 33 | 013-200-015-000 |
| 34 | 035-062-006-000 |
| 35 | 035-062-007-000 |
| 36 | 035-062-005-000 |
| 37 | 035-062-003-000 |
| 38 | 035-062-009-000 |
| 39 | 035-062-008-000 |
| 40 | 035-061-008-000 |
| 41 | 035-061-003-000 |
| 42 | 035-061-002-000 |
| 43 | 035-063-012-000 |
| 44 | 035-063-013-000 |
| 45 | 035-063-014-000 |
| 46 | 035-064-001-000 |
| 47 | 035-064-013-000 |
| 48 | 035-064-003-000 |
| 49 | 013-221-003-000 |
| 50 | 035-065-004-000 |
| 51 | 035-065-006-000 |
| 52 | 035-320-001-000 |
| 53 | 035-320-003-000 |
| 54 | 035-320-004-000 |
| 55 | 035-065-009-000 |
| 56 | 035-065-008-000 |
| 57 | 035-065-002-000 |
| 58 | 035-065-003-000 |
| 59 | 013-223-017-000 |
| 60 | 013-223-011-000 |
| 61 | 013-223-012-000 |
| 62 | 013-223-013-000 |
| 63 | 013-223-014-000 |
| 64 | 013-222-005-000 |
| 65 | 013-222-006-000 |
| 66 | 013-210-002-000 |

# AGREEMENT 3517

## BETWEEN THE CITY OF OROVILLE AND THE CITY OF CHICO FOR USE OF THE COUNTY OF BUTTE RULE 20A WORK CREDIT DONATION

## RECITALS

WHEREAS, the City of Oroville, herein referred to as "OROVILLE," established Underground Utility District No. 30C – Myers Street from Wyandotte Avenue to Lincoln Boulevard, to require the removal of poles, overhead wires and associated overhead structures, and to require the undergrounding of wires and facilities for supplying electric, communication, or other similar or associated service within that certain area, and

WHEREAS, the City of Chico, herein referred to as "CHICO," established Underground Utility District No. 17- Esplanade from Eaton Road to Nord Highway, to require the removal of poles, overhead wires and associated overhead structures, and to require the undergrounding of wires and facilities for supplying electric, communication, or other similar or associated service within that certain area, and

WHEREAS, the cost to complete an Underground Utility District is funded by an agency's accumulation of California Public Utilities Commission (CPUC) Rule 20A work credits, herein referred to as "credits," in accordance with CPUC Rulemaking 17-05-010 Decision 21-06-013, and

WHEREAS, OROVILLE currently has an insufficient credit balance to complete Underground Utility District No. 30C, and

WHEREAS, CHICO currently has an insufficient credit balance to complete Underground Utility District No. 17, and

WHEREAS, agencies with insufficient credit balances may receive additional credits through intra-county donations and/or reallocated credits from inactive agencies statewide, as provided by CPUC Rulemaking 17-05-010 Decision 21-06-013, and

WHEREAS, the County of Butte, herein referred to as "BUTTE" (not a party to this agreement), has a credit balance of approximately $5,743,000 as of July 31, 2023, and

WHEREAS, BUTTE will make an intra-county credit donation upon execution of this agreement between OROVILLE and CHICO, and

NOW, THEREFORE, for and in consideration of the mutual promises and agreements by and between the parties hereto, the parties hereto agree as follows:

1. OROVILLE and CHICO agree that CHICO will receive the full intra-county credit donation by BUTTE for approximately $5,743,000 to construct Underground Utility District No. 17., and OROVILLE will take necessary steps (if applicable) to receive reallocated credits to construct Underground Utility District No. 30C.

2. OROVILLE and CHICO agree that if OROVILLE does not receive sufficient reallocated credits to fully fund its project (approximately $5M is needed based upon most current cost estimate), the City of Chico would provide the difference needed, not to exceed $2,871,000 (50% of the County's credits), with an in-lieu cash contribution (half the total credits donated to CHICO by BUTTE) for the construction of Underground Utility District No. 30C, upon approval from Pacific Gas and Electric of the of the City's project.

**City of Chico**

_____ _____

City Manager Date

APPROVED AS TO FORM

_____ _____

City Attorney Date

**City of Oroville**

_____ _____

David Pittman, Mayor Date

APPROVED AS TO FORM

_____ _____

City Attorney Date

# CITY OF OROVILLE
# STAFF REPORT

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

**FROM:** **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**

**RE:** **THE GREAT FEATHER RIVER MOSAIC MURAL PROJECT SPONSORSHIP PROGRAM**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The City of Oroville will work with the Rainforest Art Project team to develop a program where organizations and community members may make a contribution to the public arts fund program by sponsoring murals in the Great Feather River Mosaic Mural Project on Table Mountain Boulevard.

## DISCUSSION

In November 2022 the City entered into a three-year agreement with the Rainforest Art Project for the Great Feather River Mosaic Mural along Table Mountain Blvd. This project is the largest mosaic project of its kind at over six-hundred feet long, featuring sixty murals on the brick retaining wall on the west side of Table Mountain Boulevard between Grand Avenue and the fish hatchery. Currently the project is in its second year and the Rainforest Art Project team has been working with schools, volunteers and community leaders to create the mosaic pieces.

Staff will advertise the sponsorship options on social media platforms, and mailers to businesses and organizations in the city. Donations can range from $200 to $1,000. In return for each donation, a tile with a QR code linked to a website will provide exposure for the contributing entity or person.

## FISCAL IMPACT

None.

## RECOMMENDATION

Allow staff to proceed with development of a sponsorship program for the Great Feather River Mosaic Mural Art Project.

## ATTACHMENTS

1. Social Media Post/Mailer Example.

# FEATHER RIVER MOSAIC MURAL PROJECT SPONSORSHIP!

Help sponsor a mural for our community project.



This project located along Table Mountain Blvd is the largest of its kind featuring sixty murals. The Rainforest Art Project Team has been working with schools, volunteers and community leaders to create the mosaic pieces. A plaque with your name will be placed on a piece for your sponsorship.

## SPONSORSHIP OPTIONS:

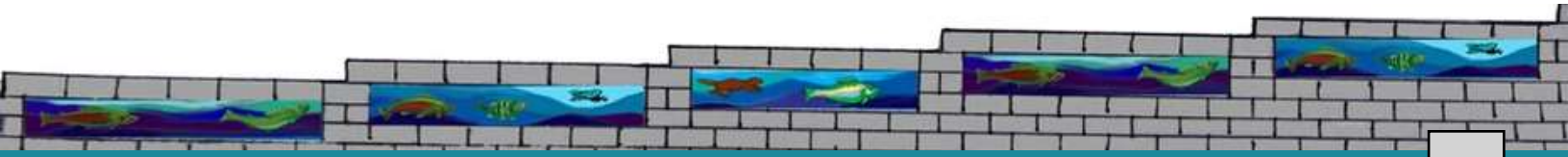
- $200
- $400
- $600
- $800
- $1000

## MORE INFORMATION

530-538-2508

Rainforestartproject.org

1735 Montgomery St.
Oroville, Ca 95965



# CITY OF OROVILLE
# STAFF REPORT

**TO:** **MAYOR PITTMAN AND COUNCIL MEMBERS**

**FROM:** **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR, ADMINISTRATIVE SERVICES**

**RE:** **RESOLUTION FOR CAL OES FORM 130 DESIGNATION OF APPLICANT'S AGENT**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council may consider authorizing the City Administrator (or Acting, or Interim, or Assistant City Administrator) to execute the remaining applications and forms to the Federal Emergency Management Agency (FEMA) and the State of California Office of Emergency Services (Cal OES) relating to the Thompson Fire incident, by resolution of the City Council.

## DISCUSSION

This form is a required document for our current FEMA claim to CalOES related to the Thompson Fire. During this incident, the City incurred reimbursable costs and is seeking reimbursement from FEMA and CalOES.

## FISCAL IMPACT

Seeking reimbursement for expenses.

## RECOMMENDATION

Adopt Resolution No. 9297- A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR (ACTING, OR INTERIM, OR ASSISTANT CITY ADMINISTRATOR) TO EXECUTE ANY REMAINING FORMS TO FEMA AND CAL-OES.

## ATTACHMENTS

Resolution No. 9297
Cal OES form 130

## DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Oroville City Council (Governing Body) OF THE City of Oroville (Name of Applicant)

THAT City Administrator (Title of Authorized Agent), OR

Assistant City Administrator (Title of Authorized Agent), OR

_____ (Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Oroville (Name of Applicant), a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM),** under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Oroville (Name of Applicant), a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION**
**NON-STATE AGENCIES**
OES-FPD-130 (Rev. 10-2022)

**Please check the appropriate box below**

☑ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.

☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s):_____

Passed and approved this 6th day of August, 20 24

David Pittman, Mayor
(Name and Title of Governing Body Representative)

Eric Smith, Vice Mayor
(Name and Title of Governing Body Representative)

_____
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Kayla Reaster (Name), duly appointed and Assistant City Clerk (Title) of City of Oroville (Name of Applicant), do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Oroville City Council (Governing Body) of the City of Oroville (Name of Applicant) on the 6th day of August, 20 24.

_____ Assistant City Clerk

(Signature) (Title)

**CITY OF OROVILLE**
**RESOLUTION NO. 9297**

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR (ACTING OR INTERIM, OR ASSISTANT CITY ADMINISTRATOR) TO EXECUTE ANY REMAING FORMS TO FEMA AND CAL-OES.**

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

1. The City Administrator (or Acting, or Interim, or Assistant City Administrator) is hereby authorized and directed to execute any remaining forms to FEMA and Cal-OES.

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 August 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

# CITY OF OROVILLE
# STAFF REPORT

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

**FROM:** **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

**RE:** **ANNUAL SPECIAL TAX FOR THE CITY'S COMMUNITY FACILITIES DISTRICT NO. 2006-1 (WESTSIDE PUBLIC SAFETY FACILITIES) AND DISTRICT NO. 2006-2 (PUBLIC SAFETY SERVICES) FOR FISCAL YEAR 2024/25**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The City Council will consider the annual special tax relating to the City's Community Facilities Districts ("CFD's").

## DISCUSSION

In October 2006, the City completed the formation of two CFD's designed to establish a special tax for subdivision projects in the Thermalito area. CFD No. 2006-1 was formed to fund the design and construction of a fire and police facility to be located at the Oroville Airport. CFD No. 2006-2 was formed to provide ongoing funding to maintain and staff these facilities in perpetuity. Both CFD's are funded through the collection of a special tax attached to the property tax bill issued by the Butte County Tax Collector's Office. Currently, four subdivisions are included in these CFD's. The rate and method of apportionment provides for the collection of certain tax amounts for both final mapped property without building permits issued (final mapped property) and final mapped property that have had a building permit issued (developed property).

Per Senate Bill 165, an annual Report for each CFD must be filed with the City Council. The annual report shall contain all of the following:

- The amount of funds collected and expended.
- The status of any project required or authorized to be funded as identified in subdivision (a) of Section 50075.1 or Section 53410.

The annual Reports fulfill these minimum requirements and will be submitted at a later date. No other action is required by the City Council.

The City Council will consider the following items for the CFD's that will:

1. Establish the annual special tax for Fiscal Year 2024/25 for the two CFD's.

2. Direct the Butte County Auditor-Controller's Office to attach the special tax to the property tax bill of those final mapped and developed parcels within the two CFD's.

## FISCAL IMPACT

Funds are collected on the Butte County tax roll and placed into a "Special Fund" account for specified expenses within the two CFD's.

## RECOMMENDATION

1. Adopt Resolution No. **** - **A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2024/25**

2. Adopt Resolution No. **** - **A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2024/25**

3. Authorize the Mayor to sign the Proposition 218 Certificates for inclusion on the 2024/25 Butte County Tax Roll.

## ATTACHMENTS

Resolution No. ****
Resolution No. ****
Proposition 218 or Compliance Certification of Special Tax Levy

**CITY OF OROVILLE**
**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-1, WESTSIDE PUBLIC SAFETY FACILITIES, FOR FISCAL YEAR 2024/25**

**WHEREAS,** the Oroville City Council (hereafter referred to as the "legislative body"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a special tax district, all as authorized pursuant to the terms and provisions of the "Mello Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. Said special tax district is known and designated as Community Facilities District No. 2006-1, Westside Public Safety Facilities (hereafter referred to as "CFD No. 2006-1") and,

**WHEREAS**, the legislative body, by ordinance and as authorized by Section 53340 of the California Government Code, has authorized the levy of a special tax to pay the costs and expenses related to CFD No. 2006-1 and this legislative body desires to establish the specific special tax rate to be collected for the upcoming fiscal year.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY AS FOLLOWS:**

**Section 1** That the above recitals are true and correct.

**Section 2** The specific special tax rate to be collected for CFD No. 2006-1 for the upcoming fiscal year (2024/25) is hereby determined and established in the table below. A listing of individual parcels, showing the corresponding special tax rate, is attached hereto as "Exhibit A".

| TYPE | RATE |
|---|---|
| Developed Property | $600.00 per Developed Property |
| Final Mapped Property | $300.00 per Final Mapped Property |

**Section 3** That the special tax rate as set forth above does not exceed the amount as previously authorized by ordinance of this legislative body and is not in excess of that as previously approved by the qualified electors of CFD No. 2006-1, and is in compliance with Proposition 218, Section XIII D of the Constitution of the State of California.

**Section 4** That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

A. **Preliminary and Incidental Expense and Appurtenant Work and Improvements** – the authorized facilities shall be deemed to include the costs and expenses of mobilization, clearing, grubbing, protective fencing and erosion control, excavation, dewatering, lime treatment, drainage ditches, rock outfalls, curb, gutter and sidewalks, base and finishing pavement, striping, traffic signals, street lights, landscaping, irrigation, soundwalls, retaining walls, barricades and related appurtenant work and facilities, together with the costs and expenses of engineering design, environmental analysis, utility relocation, permits for work in jurisdictional waters, right-of-way acquisition, plan review, project management, construction related surety bonds or like security instruments, construction staking and management, inspection and any like fees and costs incidental to such acquisition, construction and installation.

B. Fire station and related firefighting and suppression equipment, furniture and furnishings.

C. Police substation and related furniture, furnishings and equipment.

The proceeds of the special tax shall be used as set forth above and shall not be used for any other purpose.

**Section 5** The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting said special taxes.

**Section 6** All monies collected shall be paid into a fund for CFD No. 2006-1, including any reserve fund amounts.

**Section 7** The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked “public services” or “special tax” or by any other suitable designation, the installment of the special tax and the exact rate of the special tax as stated above.

**Section 8** The County Auditor shall then, at the close of the tax collection period, promptly render to the City of Oroville, a detailed report showing the amount(s) of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making such collection.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on August 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

# EXHIBIT A – 2024/25 SPECIAL TAX ROLL

| Tract Name | APN | Lot | Special Tax |
|---|---|---|---|
| Calle Vista 2 | 030-490-074-000 | 1 | 600.00 |
| Calle Vista 2 | 030-490-075-000 | 2 | 600.00 |
| Calle Vista 2 | 030-490-076-000 | 3 | 600.00 |
| Calle Vista 2 | 030-490-077-000 | 4 | 600.00 |
| Calle Vista 2 | 030-490-078-000 | 5 | 600.00 |
| Calle Vista 2 | 030-490-079-000 | 6 | 600.00 |
| Calle Vista 2 | 030-490-080-000 | 7 | 600.00 |
| Calle Vista 2 | 030-490-081-000 | 8 | 600.00 |
| Calle Vista 2 | 030-490-082-000 | 9 | 600.00 |
| Calle Vista 2 | 030-490-083-000 | 10 | 600.00 |
| Calle Vista 2 | 030-490-084-000 | 11 | 600.00 |
| Calle Vista 2 | 030-490-085-000 | 12 | 600.00 |
| Calle Vista 2 | 030-490-086-000 | 13 | 600.00 |
| Calle Vista 2 | 030-490-087-000 | 14 | 600.00 |
| Calle Vista 2 | 030-490-088-000 | 15 | 600.00 |
| Calle Vista 2 | 030-490-089-000 | 16 | 600.00 |
| Calle Vista 2 | 030-490-090-000 | 17 | 600.00 |
| Calle Vista 2 | 030-490-091-000 | 18 | 600.00 |
| Calle Vista 2 | 030-490-092-000 | 19 | 600.00 |
| Calle Vista 2 | 030-490-093-000 | 20 | 600.00 |
| Calle Vista 2 | 030-490-094-000 | 21 | 600.00 |
| Calle Vista 2 | 030-490-095-000 | 22 | 600.00 |
| Calle Vista 2 | 030-490-096-000 | 23 | 600.00 |
| Calle Vista 2 | 030-490-097-000 | 24 | 600.00 |
| Calle Vista 2 | 030-490-098-000 | 25 | 600.00 |
| Calle Vista 2 | 030-490-099-000 | 26 | 600.00 |
| Calle Vista 2 | 030-490-100-000 | 27 | 600.00 |
| Calle Vista 2 | 030-490-101-000 | 28 | 600.00 |
| Calle Vista 2 | 030-490-102-000 | 29 | 600.00 |
| Calle Vista 2 | 030-490-103-000 | 30 | 600.00 |
| Calle Vista 2 | 030-490-104-000 | 31 | 600.00 |
| Calle Vista 2 | 030-490-105-000 | 32 | 600.00 |
| Calle Vista 2 | 030-490-106-000 | 33 | 600.00 |
| Calle Vista 2 | 030-490-107-000 | 34 | 600.00 |
| Calle Vista 2 | 030-490-108-000 | 35 | 600.00 |
| Calle Vista 2 | 030-490-109-000 | 36 | 600.00 |
| Calle Vista 2 | 030-490-110-000 | 37 | 600.00 |
| Calle Vista 2 | 030-490-111-000 | 38 | 600.00 |
| Calle Vista 2 | 030-490-112-000 | 39 | 600.00 |
| Calle Vista 2 | 030-490-113-000 | 40 | 600.00 |
| Calle Vista 2 | 030-490-114-000 | 41 | 600.00 |
| Calle Vista 2 | 030-490-115-000 | 42 | 600.00 |
| Calle Vista 2 | 030-490-116-000 | 43 | 600.00 |
| Calle Vista 2 | 030-490-117-000 | 44 | 600.00 |
| Vista Del Oro | 030-580-001-000 | 92 | 600.00 |
| Vista Del Oro | 030-580-002-000 | 91 | 600.00 |
| Vista Del Oro | 030-580-003-000 | 90 | 600.00 |
| Vista Del Oro | 030-580-004-000 | 89 | 600.00 |

| Tract Name | APN | Lot | Special Tax |
|---|---|---|---|
| Vista Del Oro | 030-580-005-000 | 88 | 600.00 |
| Vista Del Oro | 030-580-006-000 | 87 | 600.00 |
| Vista Del Oro | 030-580-007-000 | 86 | 600.00 |
| Vista Del Oro | 030-580-008-000 | 85 | 600.00 |
| Vista Del Oro | 030-580-009-000 | 80 | 600.00 |
| Vista Del Oro | 030-580-010-000 | 81 | 600.00 |
| Vista Del Oro | 030-580-011-000 | 82 | 600.00 |
| Vista Del Oro | 030-580-012-000 | 83 | 600.00 |
| Vista Del Oro | 030-580-013-000 | 84 | 600.00 |
| Vista Del Oro | 030-580-014-000 | 74 | 600.00 |
| Vista Del Oro | 030-580-015-000 | 75 | 600.00 |
| Vista Del Oro | 030-580-016-000 | 76 | 600.00 |
| Vista Del Oro | 030-580-017-000 | 77 | 600.00 |
| Vista Del Oro | 030-580-018-000 | 78 | 600.00 |
| Vista Del Oro | 030-580-019-000 | 79 | 600.00 |
| Vista Del Oro | 030-580-020-000 | 68 | 600.00 |
| Vista Del Oro | 030-580-021-000 | 69 | 600.00 |
| Vista Del Oro | 030-580-022-000 | 70 | 600.00 |
| Vista Del Oro | 030-580-023-000 | 71 | 600.00 |
| Vista Del Oro | 030-580-024-000 | 72 | 600.00 |
| Vista Del Oro | 030-580-025-000 | 73 | 600.00 |
| Vista Del Oro | 030-580-026-000 | 61 | 600.00 |
| Vista Del Oro | 030-580-027-000 | 62 | 600.00 |
| Vista Del Oro | 030-580-028-000 | 63 | 600.00 |
| Vista Del Oro | 030-580-029-000 | 64 | 600.00 |
| Vista Del Oro | 030-580-050-000 | 65 | 600.00 |
| Vista Del Oro | 030-580-051-000 | 66 | 600.00 |
| Vista Del Oro | 030-580-032-000 | 67 | 600.00 |
| Vista Del Oro | 030-580-033-000 | 54 | 600.00 |
| Vista Del Oro | 030-580-034-000 | 55 | 600.00 |
| Vista Del Oro | 030-580-035-000 | 56 | 600.00 |
| Vista Del Oro | 030-580-052-000 | 57 | 600.00 |
| Vista Del Oro | 030-580-053-000 | 58 | 600.00 |
| Vista Del Oro | 030-580-054-000 | 59 | 600.00 |
| Vista Del Oro | 030-580-039-000 | 60 | 600.00 |
| Vista Del Oro | 030-580-040-000 | 33 | 600.00 |
| Vista Del Oro | 030-580-041-000 | 34 | 600.00 |
| Vista Del Oro | 030-580-042-000 | 35 | 600.00 |
| Vista Del Oro | 030-580-043-000 | 36 | 600.00 |
| Vista Del Oro | 030-580-044-000 | 37 | 600.00 |
| Vista Del Oro | 030-580-045-000 | 38 | 600.00 |
| Vista Del Oro | 030-580-046-000 | 39 | 600.00 |
| Vista Del Oro | 030-590-001-000 | 1 | 600.00 |
| Vista Del Oro | 030-590-002-000 | 2 | 600.00 |
| Vista Del Oro | 030-590-003-000 | 3 | 600.00 |
| Vista Del Oro | 030-590-004-000 | 4 | 600.00 |
| Vista Del Oro | 030-590-005-000 | 5 | 600.00 |
| Vista Del Oro | 030-590-049-000 | 6 | 600.00 |
| Vista Del Oro | 030-590-050-000 | 7 | 600.00 |
| Vista Del Oro | 030-590-051-000 | 8 | 600.00 |

| Tract Name | APN | Lot | Special Tax |
|---|---|---|---|
| Vista Del Oro | 030-590-052-000 | 9 | 600.00 |
| Vista Del Oro | 030-590-010-000 | 10 | 600.00 |
| Vista Del Oro | 030-590-011-000 | 11 | 600.00 |
| Vista Del Oro | 030-590-012-000 | 12 | 600.00 |
| Vista Del Oro | 030-590-013-000 | 13 | 600.00 |
| Vista Del Oro | 030-590-014-000 | 14 | 600.00 |
| Vista Del Oro | 030-590-015-000 | 15 | 600.00 |
| Vista Del Oro | 030-590-016-000 | 16 | 600.00 |
| Vista Del Oro | 030-590-017-000 | 17 | 600.00 |
| Vista Del Oro | 030-590-018-000 | 18 | 600.00 |
| Vista Del Oro | 030-590-019-000 | 19 | 600.00 |
| Vista Del Oro | 030-590-020-000 | 20 | 600.00 |
| Vista Del Oro | 030-590-021-000 | 21 | 600.00 |
| Vista Del Oro | 030-590-022-000 | 22 | 600.00 |
| Vista Del Oro | 030-590-023-000 | 23 | 600.00 |
| Vista Del Oro | 030-590-024-000 | 24 | 600.00 |
| Vista Del Oro | 030-590-025-000 | 25 | 600.00 |
| Vista Del Oro | 030-590-026-000 | 26 | 600.00 |
| Vista Del Oro | 030-590-027-000 | 27 | 600.00 |
| Vista Del Oro | 030-590-028-000 | 28 | 600.00 |
| Vista Del Oro | 030-590-029-000 | 29 | 600.00 |
| Vista Del Oro | 030-590-030-000 | 30 | 600.00 |
| Vista Del Oro | 030-590-031-000 | 31 | 600.00 |
| Vista Del Oro | 030-590-032-000 | 32 | 600.00 |
| Vista Del Oro | 030-590-033-000 | 33 | 600.00 |
| Vista Del Oro | 030-590-034-000 | 34 | 600.00 |
| Vista Del Oro | 030-590-035-000 | 35 | 600.00 |
| Vista Del Oro | 030-590-036-000 | 36 | 600.00 |
| Vista Del Oro | 030-590-037-000 | 37 | 600.00 |
| Vista Del Oro | 030-590-038-000 | 38 | 600.00 |
| Vista Del Oro | 030-590-039-000 | 39 | 600.00 |
| Vista Del Oro | 030-590-040-000 | 40 | 600.00 |
| Vista Del Oro | 030-590-041-000 | 41 | 600.00 |
| Vista Del Oro | 030-590-042-000 | 42 | 600.00 |
| Vista Del Oro | 030-590-043-000 | 43 | 600.00 |
| Vista Del Oro | 030-590-044-000 | 44 | 600.00 |
| Vista Del Oro | 030-590-045-000 | 45 | 600.00 |
| Vista Del Oro | 030-590-046-000 | 46 | 600.00 |
| | **Totals:** | **136** | **$81,600.00** |

**CITY OF OROVILLE**
**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL ESTABLISHING THE ANNUAL SPECIAL TAX FOR COMMUNITY FACILITIES DISTRICT NO. 2006-2, PUBLIC SAFETY SERVICES, FOR FISCAL YEAR 2024/25**

**WHEREAS,** the Oroville City Council (hereafter referred to as the "legislative body"), has initiated proceedings, held a public hearing, conducted an election and received a favorable vote from the qualified electors relating to the levy of a special tax in a special tax district, all as authorized pursuant to the terms and provisions of the "Mello Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the California Government Code. Said special tax district is known and designated as Community Facilities District No. 2006-2, Public Safety Services (hereafter referred to as "CFD No. 2006-2") and,

**WHEREAS**, the legislative body, by ordinance and as authorized by Section 53340 of the California Government Code, has authorized the levy of a special tax to pay the costs and expenses related to CFD No. 2006-2 and this legislative body desires to establish the specific special tax rate to be collected for the upcoming fiscal year.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY AS FOLLOWS:**

**Section 1** That the above recitals are true and correct.

**Section 2** The specific special tax rate to be collected for CFD No. 2006-2 for the upcoming fiscal year (2024/25) is hereby determined and established in the table below. A listing of individual parcels, showing the corresponding special tax rate, is attached hereto as "Exhibit A".

| TYPE | RATE |
|---|---|
| Developed Property | $600.00 per Developed Property |
| Final Mapped Property | $300.00 per Final Mapped Property |

**Section 3** That the special tax rate as set forth above does not exceed the amount as previously authorized by ordinance of this legislative body and is not in excess of that as previously approved by the qualified electors of CFD No. 2006-2, and is in compliance with Proposition 218, Section XIII D of the Constitution of the State of California.

**Section 4** That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

A. Fire protection and suppression.

B. Police protection.

The proceeds of the special tax shall be used as set forth above and shall not be used for any other purpose.

**Section 5** The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected and shall be subject to the same penalties and same procedure and sale in cases of delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting said special taxes.

**Section 6** All monies collected shall be paid into a fund for CFD No. 2006-2, including any reserve fund amounts.

**Section 7** The County Auditor is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land effected in a space marked "public services" or "special tax" or by any other suitable designation, the installment of the special tax and the exact rate of the special tax as stated above.

**Section 8** The County Auditor shall then, at the close of the tax collection period, promptly render to the City of Oroville, a detailed report showing the amount(s) of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making such collection.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on August 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSTENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

# EXHIBIT A – 2024/25 SPECIAL TAX ROLL

| Tract Name | APN | Lot | Special Tax |
|---|---|---|---|
| Calle Vista 2 | 030-490-074-000 | 1 | 600.00 |
| Calle Vista 2 | 030-490-075-000 | 2 | 600.00 |
| Calle Vista 2 | 030-490-076-000 | 3 | 600.00 |
| Calle Vista 2 | 030-490-077-000 | 4 | 600.00 |
| Calle Vista 2 | 030-490-078-000 | 5 | 600.00 |
| Calle Vista 2 | 030-490-079-000 | 6 | 600.00 |
| Calle Vista 2 | 030-490-080-000 | 7 | 600.00 |
| Calle Vista 2 | 030-490-081-000 | 8 | 600.00 |
| Calle Vista 2 | 030-490-082-000 | 9 | 600.00 |
| Calle Vista 2 | 030-490-083-000 | 10 | 600.00 |
| Calle Vista 2 | 030-490-084-000 | 11 | 600.00 |
| Calle Vista 2 | 030-490-085-000 | 12 | 600.00 |
| Calle Vista 2 | 030-490-086-000 | 13 | 600.00 |
| Calle Vista 2 | 030-490-087-000 | 14 | 600.00 |
| Calle Vista 2 | 030-490-088-000 | 15 | 600.00 |
| Calle Vista 2 | 030-490-089-000 | 16 | 600.00 |
| Calle Vista 2 | 030-490-090-000 | 17 | 600.00 |
| Calle Vista 2 | 030-490-091-000 | 18 | 600.00 |
| Calle Vista 2 | 030-490-092-000 | 19 | 600.00 |
| Calle Vista 2 | 030-490-093-000 | 20 | 600.00 |
| Calle Vista 2 | 030-490-094-000 | 21 | 600.00 |
| Calle Vista 2 | 030-490-095-000 | 22 | 600.00 |
| Calle Vista 2 | 030-490-096-000 | 23 | 600.00 |
| Calle Vista 2 | 030-490-097-000 | 24 | 600.00 |
| Calle Vista 2 | 030-490-098-000 | 25 | 600.00 |
| Calle Vista 2 | 030-490-099-000 | 26 | 600.00 |
| Calle Vista 2 | 030-490-100-000 | 27 | 600.00 |
| Calle Vista 2 | 030-490-101-000 | 28 | 600.00 |
| Calle Vista 2 | 030-490-102-000 | 29 | 600.00 |
| Calle Vista 2 | 030-490-103-000 | 30 | 600.00 |
| Calle Vista 2 | 030-490-104-000 | 31 | 600.00 |
| Calle Vista 2 | 030-490-105-000 | 32 | 600.00 |
| Calle Vista 2 | 030-490-106-000 | 33 | 600.00 |
| Calle Vista 2 | 030-490-107-000 | 34 | 600.00 |
| Calle Vista 2 | 030-490-108-000 | 35 | 600.00 |
| Calle Vista 2 | 030-490-109-000 | 36 | 600.00 |
| Calle Vista 2 | 030-490-110-000 | 37 | 600.00 |
| Calle Vista 2 | 030-490-111-000 | 38 | 600.00 |
| Calle Vista 2 | 030-490-112-000 | 39 | 600.00 |
| Calle Vista 2 | 030-490-113-000 | 40 | 600.00 |
| Calle Vista 2 | 030-490-114-000 | 41 | 600.00 |
| Calle Vista 2 | 030-490-115-000 | 42 | 600.00 |
| Calle Vista 2 | 030-490-116-000 | 43 | 600.00 |
| Calle Vista 2 | 030-490-117-000 | 44 | 600.00 |
| Vista Del Oro | 030-580-001-000 | 92 | 600.00 |
| Vista Del Oro | 030-580-002-000 | 91 | 600.00 |
| Vista Del Oro | 030-580-003-000 | 90 | 600.00 |
| Vista Del Oro | 030-580-004-000 | 89 | 600.00 |

| Tract Name | APN | Lot | Special Tax |
|---|---|---|---|
| Vista Del Oro | 030-580-005-000 | 88 | 600.00 |
| Vista Del Oro | 030-580-006-000 | 87 | 600.00 |
| Vista Del Oro | 030-580-007-000 | 86 | 600.00 |
| Vista Del Oro | 030-580-008-000 | 85 | 600.00 |
| Vista Del Oro | 030-580-009-000 | 80 | 600.00 |
| Vista Del Oro | 030-580-010-000 | 81 | 600.00 |
| Vista Del Oro | 030-580-011-000 | 82 | 600.00 |
| Vista Del Oro | 030-580-012-000 | 83 | 600.00 |
| Vista Del Oro | 030-580-013-000 | 84 | 600.00 |
| Vista Del Oro | 030-580-014-000 | 74 | 600.00 |
| Vista Del Oro | 030-580-015-000 | 75 | 600.00 |
| Vista Del Oro | 030-580-016-000 | 76 | 600.00 |
| Vista Del Oro | 030-580-017-000 | 77 | 600.00 |
| Vista Del Oro | 030-580-018-000 | 78 | 600.00 |
| Vista Del Oro | 030-580-019-000 | 79 | 600.00 |
| Vista Del Oro | 030-580-020-000 | 68 | 600.00 |
| Vista Del Oro | 030-580-021-000 | 69 | 600.00 |
| Vista Del Oro | 030-580-022-000 | 70 | 600.00 |
| Vista Del Oro | 030-580-023-000 | 71 | 600.00 |
| Vista Del Oro | 030-580-024-000 | 72 | 600.00 |
| Vista Del Oro | 030-580-025-000 | 73 | 600.00 |
| Vista Del Oro | 030-580-026-000 | 61 | 600.00 |
| Vista Del Oro | 030-580-027-000 | 62 | 600.00 |
| Vista Del Oro | 030-580-028-000 | 63 | 600.00 |
| Vista Del Oro | 030-580-029-000 | 64 | 600.00 |
| Vista Del Oro | 030-580-050-000 | 65 | 600.00 |
| Vista Del Oro | 030-580-051-000 | 66 | 600.00 |
| Vista Del Oro | 030-580-032-000 | 67 | 600.00 |
| Vista Del Oro | 030-580-033-000 | 54 | 600.00 |
| Vista Del Oro | 030-580-034-000 | 55 | 600.00 |
| Vista Del Oro | 030-580-035-000 | 56 | 600.00 |
| Vista Del Oro | 030-580-052-000 | 57 | 600.00 |
| Vista Del Oro | 030-580-053-000 | 58 | 600.00 |
| Vista Del Oro | 030-580-054-000 | 59 | 600.00 |
| Vista Del Oro | 030-580-039-000 | 60 | 600.00 |
| Vista Del Oro | 030-580-040-000 | 33 | 600.00 |
| Vista Del Oro | 030-580-041-000 | 34 | 600.00 |
| Vista Del Oro | 030-580-042-000 | 35 | 600.00 |
| Vista Del Oro | 030-580-043-000 | 36 | 600.00 |
| Vista Del Oro | 030-580-044-000 | 37 | 600.00 |
| Vista Del Oro | 030-580-045-000 | 38 | 600.00 |
| Vista Del Oro | 030-580-046-000 | 39 | 600.00 |
| Vista Del Oro | 030-590-001-000 | 1 | 600.00 |
| Vista Del Oro | 030-590-002-000 | 2 | 600.00 |
| Vista Del Oro | 030-590-003-000 | 3 | 600.00 |
| Vista Del Oro | 030-590-004-000 | 4 | 600.00 |
| Vista Del Oro | 030-590-005-000 | 5 | 600.00 |
| Vista Del Oro | 030-590-049-000 | 6 | 600.00 |
| Vista Del Oro | 030-590-050-000 | 7 | 600.00 |
| Vista Del Oro | 030-590-051-000 | 8 | 600.00 |

| Tract Name | APN | Lot | Special Tax |
|---|---|---|---|
| Vista Del Oro | 030-590-052-000 | 9 | 600.00 |
| Vista Del Oro | 030-590-010-000 | 10 | 600.00 |
| Vista Del Oro | 030-590-011-000 | 11 | 600.00 |
| Vista Del Oro | 030-590-012-000 | 12 | 600.00 |
| Vista Del Oro | 030-590-013-000 | 13 | 600.00 |
| Vista Del Oro | 030-590-014-000 | 14 | 600.00 |
| Vista Del Oro | 030-590-015-000 | 15 | 600.00 |
| Vista Del Oro | 030-590-016-000 | 16 | 600.00 |
| Vista Del Oro | 030-590-017-000 | 17 | 600.00 |
| Vista Del Oro | 030-590-018-000 | 18 | 600.00 |
| Vista Del Oro | 030-590-019-000 | 19 | 600.00 |
| Vista Del Oro | 030-590-020-000 | 20 | 600.00 |
| Vista Del Oro | 030-590-021-000 | 21 | 600.00 |
| Vista Del Oro | 030-590-022-000 | 22 | 600.00 |
| Vista Del Oro | 030-590-023-000 | 23 | 600.00 |
| Vista Del Oro | 030-590-024-000 | 24 | 600.00 |
| Vista Del Oro | 030-590-025-000 | 25 | 600.00 |
| Vista Del Oro | 030-590-026-000 | 26 | 600.00 |
| Vista Del Oro | 030-590-027-000 | 27 | 600.00 |
| Vista Del Oro | 030-590-028-000 | 28 | 600.00 |
| Vista Del Oro | 030-590-029-000 | 29 | 600.00 |
| Vista Del Oro | 030-590-030-000 | 30 | 600.00 |
| Vista Del Oro | 030-590-031-000 | 31 | 600.00 |
| Vista Del Oro | 030-590-032-000 | 32 | 600.00 |
| Vista Del Oro | 030-590-033-000 | 33 | 600.00 |
| Vista Del Oro | 030-590-034-000 | 34 | 600.00 |
| Vista Del Oro | 030-590-035-000 | 35 | 600.00 |
| Vista Del Oro | 030-590-036-000 | 36 | 600.00 |
| Vista Del Oro | 030-590-037-000 | 37 | 600.00 |
| Vista Del Oro | 030-590-038-000 | 38 | 600.00 |
| Vista Del Oro | 030-590-039-000 | 39 | 600.00 |
| Vista Del Oro | 030-590-040-000 | 40 | 600.00 |
| Vista Del Oro | 030-590-041-000 | 41 | 600.00 |
| Vista Del Oro | 030-590-042-000 | 42 | 600.00 |
| Vista Del Oro | 030-590-043-000 | 43 | 600.00 |
| Vista Del Oro | 030-590-044-000 | 44 | 600.00 |
| Vista Del Oro | 030-590-045-000 | 45 | 600.00 |
| Vista Del Oro | 030-590-046-000 | 46 | 600.00 |
| | **Totals:** | **136** | **$81,600.00** |

**ATTACHMENT #2**

# PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS STATEMENT 2024-2025

The Agency/District of City of Oroville certifies the following:

I have read and am familiar with the requirements of Article XIIIC and XIIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying the **2024-2025** submission to the County-Auditor for inclusion on the Secured Property Tax roll are in compliance with the law.

Article XIII C. Sec. 2 (c) "*Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1997, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).*"

Article XIII D. Sec. 5 *"…this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article."*

Article XIII E. Sec. 6 (d) *"Beginning July 1, 1997, all fees or charges shall comply with this section."*

The Agency/District agrees that it shall be solely liable and responsible, and will defend and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that County may offset the amount of any judgment paid by an indemnified party from any moneys collected by County on Agency/District's behalf, including property taxes, special taxes, fees, or assessments. In addition, the Agency/District shall be solely liable and responsible and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

By: _____City of Oroville_____

ASSESSMENT TITLE: _____ TAXCODE: 94001

**PLEASE ONLY CHECK ONE:**

Is This a Compliance Certification_____ OR A Proposition 218 Certification ___X_____?

**ATTACHMENT #2**

# PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS STATEMENT 2024-2025

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By: _____City of Oroville_____

ASSESSMENT TITLE: _____ TAXCODE: ___94000___

**PLEASE ONLY CHECK ONE:**

Is This a Compliance Certification_____ OR A Proposition 218 Certification ___X_____?

# CITY OF OROVILLE
# STAFF REPORT

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

**FROM:** **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

**RE:** **ANNUAL SANITARY SEWER SERVICE TO BE LEVIED ON THE 2024-25 TAX ROLL**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council may consider a Resolution certifying that the Sewer Service charges to be levied on the 2024-25 tax roll are in compliance with Proposition 218.

## DISCUSSION

For the 2024-25 fiscal year, the sewer rate is increasing for both the City and Sewerage Commission Oroville Region (SCOR). There is a planned increase in the monthly wastewater treatment charges for Sewerage Commission – Oroville Region (SCOR) for a total of $24.49 per month. There is a planned increase in the monthly wastewater collection charges for the City of Oroville for a total of $26.06 per month. The total monthly wastewater charges will be $50.55 per month.

The City and SCOR monthly sewer service rates for the next five years is summarized below.

| Service Provider | Service | Current | July 1, 2024 | July 1, 2025 | July 1, 2026 | July 1, 2027 | July 1, 2028 |
|---|---|---|---|---|---|---|---|
| SCOR | Wastewater Treatment | 23.85 | 24.49 | 25.71 | 27.00 | 28.35 | 29.77 |
| City of Oroville | Wastewater Collection | 23.56 | 26.06 | 27.88 | 29.83 | 31.92 | 34.15 |
| | Total | 47.41 | 50.55 | 53.59 | 56.83 | 60.27 | 63.92 |

Both the City's and SCOR's sewer charges are collected through placement on the Butte County property tax bills by the City.

## FISCAL IMPACT

Revenue obtained from the sewer collection and treatment charges fund the City's and SCOR's operations, planned maintenance and capital improvement projects.

## RECOMMENDATION

Adopt Resolution No. XXXX - A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY FOR FISCAL YEAR 2024–25 SEWER SERVICE CHARGES

## ATTACHMENTS

Resolution No. XXXX
Prop 218 or Compliance Certification and Hold Harmless Statement
SCOR increase notice and resolution

**CITY OF OROVILLE**
**RESOLUTION NO. xxxx**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES (SPECIAL ASSESSMENTS) ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS STATEMENT OF TAX BILL LEVY**

**WHEREAS,** the notices and election for special assessment fees for the purpose of the collection of sewer service charges to be included on the regular County property tax bill for property owners of the City of Oroville was completed on July 16, 2024; and

**WHEREAS,** the City of Oroville (City) is placing the special assessments on the Butte County secured property tax roll for collection; and

**WHEREAS,** the City has complied with all laws pertaining to the levy of the special assessments, including compliance certification, to be collected per Health and Safety Code section 5470, et seq; and

**WHEREAS,** the assessment is being levied without regard to property valuation of the properties involved; and

**WHEREAS,** the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Butte harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any assessments, fees, charges or taxes placed on the roll for the City by the County; and

**NOW THEREFORE BE IT RESOLVED** by the Oroville City Council that the list submitted with parcel numbers and amounts are certified as being correct, the Mayor is hereby authorized to sign any documents required and directed to give the list to the Butte County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Prop 218 or Compliance Certification and Hold Harmless Statement
2. Property Tax Data Bill Form
3. Authority to Approve Direct Assessment Charges
4. Parcel Listing

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on Aug 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittman, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

# PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS STATEMENT 2024-2025

The City of Oroville certifies the following:

I have read and am familiar with the requirements of Article XIIIC and XIIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying the **2024-2025** submission to the County-Auditor for inclusion on the Secured Property Tax roll are in compliance with the law.

Article XIII C. Sec. 2 (c) "*Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1995, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).*"

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The Agency/District agrees that it shall be solely liable and responsible, and will defend and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that County may offset the amount of any judgment paid by an indemnified party from any moneys collected by County on Agency/District's behalf, including property taxes, special taxes, fees, or assessments. In addition, the Agency/District shall be solely liable and responsible and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

By: _____

Mayor, David Pittman

ASSESSMENT TITLE: Sewer Tax Roll TAXCODE: 77001

**PLEASE <u>ONLY</u> CHECK ONE:**

Is This a Compliance Certification X

# CITY OF OROVILLE
# STAFF REPORT

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

**FROM:** **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**
**WES ERVIN, PRINCIPAL PLANNER**

**RE:** **GENERAL PLAN CIRCULATION ELEMENT REVISION AND ADOPTION OF AN INTERIM TRANSPORTATION THRESHOLD**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The City Council will consider a General Plan amendment that meets the requirements of Senate Bill 743, which requires Vehicle Miles Traveled (VMT) to be the new analytical emphasis for improving air quality.

## DISCUSSION

### High Level Summary

To simplify a complicated technical topic, Staff recommends that the Council approve:

1. A minor amendment to Policy P2.1 of the General Plan to bring the city into compliance with Senate Bill 743, and
2. Establishing formal thresholds of significance under CEQA for projects creating new traffic impacts. The practical application is that if a larger new project is not already properly zoned and its traffic impacts exceed the threshold, it may trigger an environmental review under CEQA. The thresholds are almost identical to thresholds the County adopted previously.

### Background

The proposed General Plan Update (proposed project), would modify the existing 2030 General Plan which was adopted by City Council June 2, 2009, modified by the City on March 31, 2015, and serves as the City of Oroville (City's) guiding policy document that describes the vision for the future of the City (City of Oroville General Plan, Page 2-1).

On September 27, 2013, Governor Jerry Brown signed California Senate Bill 743 (SB 743) into law which changed the environmental emphasis from vehicle level of service (LOS) to vehicle miles travelled (VMT). A reduction in VMT is intended to further a state goal of reducing greenhouse gas emissions and improving air quality by reducing the emissions associated with the length and number of vehicle trips. Eliminating LOS as an environmental threshold makes congestion management a public policy issue rather than an environmental issue.

The State Office of Planning and Research (OPR) has published guidelines with recommendations on how VMT might be reduced. Most of the recommendations are more applicable to urban or built areas where land uses are closer together, mixed use is economically viable, and transit is more accessible. Many of the recommendations are unlikely to apply to a rural City like Oroville.

OPR recognizes that rural areas should be treated differently based on their land use and transportation context but uses a definition of rural that would exclude the city. The interim threshold drafted for consideration by the Council corrects this oversight and explains why the City should be considered rural.

This threshold is considered interim as modifications will occur over time, and State initiatives may change how the City will need to consider VMT for development projects. As adoption of SB 743 eliminated LOS as a threshold, the attached interim threshold adopts VMT as a threshold custom tailored to the unique needs of Oroville.

**Butte County Association of Governments Guidance Document**

In 2021, the Butte County Association of Governments (BCAG) published the BCAG SB 743 Implementation guidance document that evaluated region wide VMT:

> *"…to help BCAG member agencies understand the specific questions that need to be addressed when making these determinations and to provide research, analysis, and other evidence to support their final SB 743 implementation decisions. BCAG chose to lead this effort to help reduce the SB 743 implementation costs that would have otherwise been incurred by each member agency pursuing independent implementation efforts. BCAG provides this documentation as a resource for its member agencies and does not make any specific recommendations regarding SB 743 implementation."*

Per the guidance document each member agency is required to make its own SB 743 implementation decisions and can rely on information in the report to the extent it is relevant. For purposes of the City's interim VMT threshold, we relied on information from the report and additional analysis prepared by Fehr and Peers who provided technical input into the report.

**General Plan**

The General Plan includes Policy P2.1 that reads:

> *P2.1 Maintain a Level of Service (LOS) D or better as defined in the most current edition of the Highway Capacity Manual or subsequent revisions for roadways and intersections, except as specified below:*

While passage of SB 743 eliminated LOS as a threshold for CEQA it still allows the use of LOS in other planning efforts. Staff recommends keeping the policy in the General Plan but modifying it to make LOS a goal rather than a mandate. The Council should keep its ability to approve or modify projects that would affect roadway or intersection LOS. As such, staff is recommending that policy P2.1 be amended to read as follows.

> *P2.1* ***Strive to maintain*** *a Level of Service (LOS) D or better as defined in the most current edition of the Highway Capacity Manual or subsequent revisions for roadways and intersections, except as specified below:*

The change would give the Council the ability to approve projects that might both affect LOS per the policy but are still important to the community. The list of roadways associated with the policy remains unchanged. Note that Caltrans will likely require some version of LOS analysis for larger projects as LOS is used in evaluating safety of state facilities.

The existing Circulation Element also contains policy P2.5 that reads:

> *P2.5 Reduce the total vehicle miles traveled through designation of land uses that support multi-modal travel and provision of more direct routes to high activity locations.*

This policy is adequate for the adoption of interim VMT thresholds.

**Climate Action Plan**

The City's Community Climate Action Plan (CAP) was adopted in 2015 and sets a "… target to reduce GHG emissions from community activities to 11% below 2010 levels by 2020"—a goal referred to in this Climate Action Plan (CAP) as the 2020 emissions reduction target. This target is consistent with larger statewide initiatives adopted through Assembly Bill 32, the California Global Warming Solutions Act. This CAP describes the City's plan for achieving its emissions reduction goal. The CAP also outlines a plan that will better prepare the City to address and adapt to potential economic, environmental, and social effects of climate change. The CAP has programmed a slight reduction in GHG related to more mixed-use and concentrated development with a focus on improving the pedestrian network. Other reductions are from voluntary community trip reduction programs and the use of electrically powered construction and landscaping equipment. The increase in residential and commercial density represents a 501-1,000 MTCO2e decrease in GHG but is noted in the CAP as difficult to quantify. While difficult to quantify, it is obvious that a combination of higher densities and mixed land use connected to a pedestrian network provides options for transportation that will reduce GHG.

**CEQA**

The revisions to the Circulation Element are subject to CEQA review, and staff and Placeworks, our consultant on this project, have determined that an Addendum to the General Plan EIR is the appropriate CEQA document. It is attached for review and adoption by the City Council. No public review or public circulation of this document is required.

Regarding Thresholds of Significance, the California Environmental Quality Act (CEQA) Guidelines Section 15064.7. states that each public agency is encouraged to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects. Thresholds of significance to be adopted for general use as part of the lead agency's environmental review process must be adopted by ordinance, resolution, rule, or regulation, developed through a public review process, and be supported by substantial evidence. Lead agencies may also use thresholds on a case-by-case basis as provided in Section 15064(b)(2).

Nothing in the CEQA Guidelines states that the adoption of thresholds is subject to environmental review. This is further supported by case law as discussed in the attached Threshold document:

**Recommended VMT Standards/Thresholds of Significance**

The following thresholds of significance would be applied to all discretionary projects that are neither unable to be screened from VMT analysis nor are considered de minimis. Examples and discussion for each threshold are included in italics following the threshold statement.

TRANSPORTATION

Would the project:

A. Disrupt transit, bicycle and pedestrian facilities or interfere with planned facilities or cause a physical change inconsistent with bicycle and pedestrian policies contained in the City of Oroville General Plan and Oroville Bicycle Plan.

   *For a project to result in a significant impact the physical design would be such that it interfered with city or transit agency standards for one or more non-motorized improvements. For example, not connecting to or providing for a future trail or not including sidewalks and connection(s) to adjacent uses where appropriate, not including bus turnout or stopping areas. This impact could be significant if a roadway connection isn't made that would expand or maintain the transit network or if frontage improvements did not include a bus turnout or similar improvements consistent with city plans.*

B. Generate home-based work VMT per employee at a rate that is greater than the citywide average under future general plan conditions.

   *A project would cause a significant VMT impact if it generated VMT per capita above the unincorporated county baseline average. Baseline VMT estimates can be obtained from the latest version of the BCAG RTP/SCS model (currently Modified Version 1.1 -3.17.21) or other VMT data sources, a mobile device data vendor that offers SB 743 compliant VMT estimates based on current year estimates. For residential land uses, home-based VMT per capita can be used, while work-related land uses can use home-based work VMT per employee.*

C. Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., large trucks, farm equipment)?

   *This is a design consideration and will be evaluated with each project for compliance with City standards.*

D. Result in inadequate emergency access.

*This is a design consideration and will be evaluated with each project for compliance with City standards. As noted in the screening criteria, the addition of an emergency access route or connection is screened out of requiring a VMT analysis*.

**FISCAL IMPACT**
None.

**PUBLIC NOTICE**
The Planning Commission hearing for this amendment was publicly noticed in the local newspaper on July 27, 2024.

**FISCAL IMPACT**

None. The Housing element Update was funded using CDBG Program Income funds

**RECOMMENDATION**

**Staff recommends the following actions:**

1. **Conduct a Public Hearing on the proposed General Plan amendment.**
2. **Adopt Resolution No 9300: A Resolution of the City Council of the City of Oroville amending the Circulation Element of the General Plan.**
3. **Adopt the attached Resolution No 9301: A Resolution of the City Council of the City of Oroville Adopting an Interim Transportation Threshold for the Purposes of Implementing the California Environmental Quality Act (CEQA) for Vehicle Miles Traveled (VMT)..**

**ATTACHMENTS**

1. Draft Interim Transportation Threshold
2. Draft Addendum to the General Plan EIR
3. Draft Resolution No 9300 Circulation Element
4. Draft Resolution No. 9301 Interim Transportation Threshold

# Resolution 9300

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE AMENDING THE CIRCULATION ELEMENT OF THE OROVILLE GENERAL PLAN

WHEREAS, the passage of SB 743 eliminated LOS as a threshold for CEQA but allows the use of LOS in other planning efforts; and

WHEREAS, Policy P2.1 of the Circulation Element would limit the ability of the Council to approve projects that would affect roadway or intersection LOS; and

WHEREAS, the limitation would come not from CEQA that would allow a statement of overriding considerations, but from the need to remain consistent with the General Plan that has no provisions to approve a project with an absolute statement; and

WHEREAS, the City of Oroville is updating Policy P2.1 of the Circulation Element to allow the flexibility to approve projects that might both affect LOS per the policy but still important to the community; and

WHEREAS, the list of roadways associated with the Policy P2.1 remains unchanged; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Oroville City Council hereby takes the following actions and makes the following findings:

I. Policy P2.1 of the Circulation Element is amended to read, "*Strive to maintain* ~~Maintain~~ a Level of Service (LOS) D or better as defined in the most current edition of the Highway Capacity Manual or subsequent revisions for roadways and intersections, except as specified below:"

**PASSED AND ADOPTED** by the Oroville City Council of this 6th day of August 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

**APPROVED AS TO FORM:**

Scott E. Huber, City Attorney

David Pittman, Mayor

**ATTEST:**

Kayla Reaster Acting City Clerk

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE ADOPTING AN INTERIM TRANSPORTION THRESHOLD OF SIGNIFICANCE UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FOR VEHICLE MILES TRAVELED (VMT) RESOLUTION 9301**

WHEREAS, on September 27, 2013, Governor Jerry Brown signed California Senate Bill 743 (SB 743) into law which changed the environmental emphasis from vehicle level of service (LOS) to vehicle miles travelled (VMT); and

WHEREAS, the State Office of Planning and Research (OPR) has published guidelines with recommendations on how VMT might be reduced, many of the recommendations are unlikely to apply to a rural city such as Oroville; and,

WHEREAS, OPR recognizes that rural areas should be treated differently based on their land use and transportation context but uses a definition of rural that would exclude the City of Oroville; and

WHEREAS, the interim threshold drafted for consideration corrects this oversight and explains why the City of Oroville should be considered rural; and

WHEREAS, this threshold is considered interim as modifications will occur over time, and state initiatives may change how the City will need to consider VMT from development projects; and

WHEREAS, the City of Oroville Planning Commission reviewed and considered the information in the administrative record, staff report, and all oral and written testimony presented to the Planning Commission and recommended approval of the Interim Transportation Threshold to the City Council; and,

WHEREAS, the City of Oroville City Council has reviewed and considered the information in the administrative record, staff report, and all oral and written testimony presented to the City Council; and,

NOW, THEREFORE, BE IT RESOLVED, that the City of Oroville City Council hereby takes the following actions and makes the following findings:

I. Notice of the City Council hearing on the Interim Transportation Threshold was given as required by law and the actions were conducted in accordance with CEQA, and the State CEQA Guidelines.

II. All individuals, groups and agencies desiring to comment were given adequate opportunity to submit oral and written comments on the Interim Vehicles Miles

Travelled threshold.

III. The City Council was presented with all the information described in the recitals and has considered this information in adopting this resolution.

IV. The proposed Adoption of the Interim Transportation Threshold is in the public interest, and protects the health, safety, and welfare of the City.

V. Adopts the Interim Transportation Threshold as set forth under Exhibit A.

**PASSED AND ADOPTED** by the Oroville City Council of this 6th day of August 2024, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**NOT VOTING:**

**APPROVED AS TO FORM:**

Scott E. Huber, City Attorney

David Pittman, Mayor

**ATTEST:**

Kayla Reaster, Acting City Clerk

December 2023 | General Plan EIR Addendum

# ADDENDUM TO THE GENERAL PLAN EIR

SCH No. 2008022024

FOR THE

# OROVILLE GENERAL PLAN UPDATE 2030

City of Oroville

DRAFT

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# 1. Addendum to the Adopted General Plan EIR

## 1.1 BACKGROUND

The proposed General Plan Update (proposed project), would modify the existing 2030 General Plan which was adopted by City Council June 2nd , 2009, modified by the City on March 31st, 2015, and serves as the City of Oroville (City's) guiding policy document that describes the vision for the future of the City (City of Oroville, 2015a).

### 1.1.1 Oroville General Plan 2030

The Oroville 2030 General Plan is the foundation development policy document of the City of Oroville. It defines the framework by which the physical, economic, and human resources of the city are to be managed and used over time. The General Plan provides the City of Oroville with directions on how to fulfill future growth with a vision surrounding community interests. The General Plan acts to clarify and articulate the intentions of the City with respect to the rights and expectations of the public, property owners, and prospective investors and business interests. The General Plan informs the City's citizens of the goals, objectives, policies, and standards for development of the City and the responsibilities of all sectors in meeting these.

The Oroville 2030 General Plan provides the fundamental basis for the City's land use, development, and conservation policy, and represents the basic community values, ideals and aspirations that will govern the City through 2030. This General Plan addresses all aspects of development, including land use; community character; housing; economic development; circulation and transportation; open space, natural resources, and conservation; public facilities and services; safety; and noise.

The Oroville 2030 General Plan serves as the foundation document for all subsequent development standards and regulations, some of which are found in the municipal code such as Title 16 Subdivisions and Title 17 Zoning, and others in adopted engineering standards for construction. Nothing in the proposed project would change the standards for physical development or the provisions of the General Plan EIR, municipal code, and associated development regulations that are designed to reduce or avoid environmental impacts.

### 1.1.2 Certification of the General Plan EIR and Supplemental EIR

The General Plan Environmental Impact Report (EIR), certified on June 2nd, 2009, (State Clearinghouse Number 2008022024), evaluates the potential environmental impacts resulting from future development anticipated by the Oroville General Plan (City of Oroville, 2009).

On January 30th, 2015, the City of Oroville prepared a draft SEIR which evaluated the Oroville Sustainability Updates. This included the 2030 General Plan Updates, Municipal Code Updates, Design Guidelines Update, CAP, and Balanced Mode Circulation Plan. The 2030 General Plan Updates included changes to the land use map and designations, related updates to the expected 2030 development levels, revisions to the Circulation

and Transportation Element to reflect the land use map changes and to support complete streets and walkability, addition of a new Economic Development Element, updates to reflect State statutes, and various policy revisions that address the City's park standards, access to local and healthy food, and other topics. The SEIR was certified by the City Council on March 31, 2015 (State Clearinghouse Number 2014052001) (City of Oroville, 2015b).

### 1.1.3 California Senate Bill 743

On September 27, 2013, Governor Jerry Brown signed California Senate Bill 743 (SB 743) into law which changed the environmental emphasis from vehicle level of service (LOS) to vehicle miles travelled (VMT). The LOS rating system rating system was used previously as a means of determining projected traffic impacts of proposed developments on nearby intersections, streets, and highways. VMT measures the distance a motorized vehicle will travel to a destination, divided by the number of passengers (i.e., per capita). As defined under SB 743, VMT is the new standard for assessing the effects of growth and development in California on the transportation system. A reduction in VMT is intended to further a state goal of reducing greenhouse gas emissions and improving air quality by reducing the emissions associated with the length and number of vehicle trips. Eliminating LOS as an environmental threshold makes congestion management a public policy issue rather than an environmental issue.

The existing General Plan establishes policies about meeting a specific LOS, which was the standard approach to assessing transportation environmental impacts based on automobile delay. With the adoption of SB 743 LOS is no longer considered an environmental impact, though the city can keep LOS as a goal for the development of the community. Instead, the new metric is to ensure a reduction in vehicle miles travelled (VMT) as a means of reducing air quality and greenhouse gas impacts. The proposed project recognizes the shift from LOS to VMT and keeps the LOS standard as a goal rather than an absolute. This allows the city to plan for roadways as appropriate but does not require adherence to an adopted LOS standard.

**Environmental Documentation**

This document serves as the environmental documentation for the City's proposed General Plan Update. This addendum to the City of Oroville's General Plan EIR (State Clearinghouse Number 2008022024) demonstrates that the analysis in that EIR adequately addresses the potential physical impacts associated with implementation of the proposed project, and the proposed project would not trigger any of the conditions described in CEQA Guidelines Section 15162 calling for further environmental review.

## 1.2 GENERAL PLAN EIR FINDINGS

The General Plan EIR addresses potential impacts related to aesthetics, air quality and greenhouse gas emissions, biological resources, cultural resources, geology, soils, and mineral resources, hazards and hazardous materials, hydrology and water quality, land use, noise, population and housing, public services and recreation, transportation and circulation, and utilities, and infrastructure (City of Oroville, 2009).

In addition, the city has a development code and engineering standards that address the physical impacts of development on the environment. None of the regulatory processes are being amended by this project; therefore, they will continue to apply to all subsequent development.

The General Plan EIR determined that implementation of the City's General Plan would result in significant and unavoidable impacts to the following environmental topics (City of Oroville, 2009):

- Air Quality: The Draft EIR determined that construction of development allowed by the General Plan would result in a significant and unavoidable air quality impact.
- Greenhouse Gas Emissions: The Draft EIR determined that even with implementation of General Plan policies to reduce GHGs, GHG emissions would result in a significant and unavoidable GHG impact.
- Hydrology and Water Quality: The Draft EIR found a significant and unavoidable impact related to exposure of people and structures to risks from flooding as a result of dam failure. Although the dam could withstand a 6.5 magnitude earthquake, which is the largest credible event projected for the region, development allowed by the 2030 General Plan would be within the dam inundation area, causing a significant impact.
- Hydrology and Water Quality: The Draft EIR found a significant and unavoidable cumulative impact due to the population and development increase within an area that is subject to dam inundation and seiche hazards.
- Noise: The Draft EIR predicted traffic noise levels in 2030 for the General Plan would contribute to cumulative noise impacts, resulting in a significant and unavoidable impact.
- Population and Housing: The Draft EIR for the General Plan found that the increase in residential units within the Project Area would be considered "substantial population growth," and found the impact to be significant and unavoidable.
- Transportation and Circulation: The Draft EIR for the General Plan found that increased traffic from the General Plan would exacerbate existing deficiencies along Highways 70, 99, and 162, resulting in a significant and unavoidable impact.

## 1.3 PROJECT SUMMARY

CEQA requires the City to evaluate the environmental impacts associated with direct and reasonably foreseeable indirect physical changes to the environment. The proposed project would ensure the City follows current State regulations and would address the Circulation Element's focus from LOS to VMT. The goals, policies, and actions in the existing General Plan would guide development and conservation in the City of Oroville through 2030. However, due to changes to CEQA, the General Plan no longer recognizes LOS and therefore must change the environmental emphasis from LOS to VMT. The remainder of the General Plan will also be revised in discussing LOS and reflect changes to local and regional priorities and ensure compliance with State law. Table 1-1, *Baseline (2020) VMT Summary* shows the proposed project's results of the BCAG RTP/SCS Travel Demand Model for the region and City for VMT. As shown in Table 1-1, the City's home-based VMT per resident is higher than the region, while the home based VMT per employee is slightly less.

# 1. Addendum to the Certified General Plan EIR

**Table 1-1 Baseline (2020) VMT Summary**

| *VMT Metric* | *BCAG Region* | *City of Oroville* |
|---|---|---|
| Total VMT Generated by land uses within geographic area | 7,532,100 | 1,235,400 |
| Home-based VMT per resident | 14.9 | 17.7 |
| Home-based work VMT per employee | 6.7 | 6.2 |
| Total Network VMT | 4,710,000 | 453,400 |

While passage of SB 743 eliminated LOS as a threshold for CEQA but allows the use of LOS in other planning efforts, this would limit the ability of the City to approve projects that would affect roadway or intersection LOS. The limitation would come not from CEQA that would allow a statement of overriding considerations, but from the need to remain consistent with the Oroville General Plan that has no provisions to approve a project in conflict with an absolute statement. As such, a proposed change to the General Plan policy that directly addresses LOS would give the City the ability to approve projects that might both affect LOS per the policy, but are still important to the community.

In addition to the proposed change to the General Plan policy, the proposed project would modify two of the four existing thresholds of significance in the transportation environmental factor. Specifically, the proposed project would revise threshold "a" and "b" which would be applied to any discretionary projects. The modified transportation thresholds would consist of the following:

Would the Project:

a. Disrupt transit, bicycle and pedestrian facilities or interfere with planned facilities or cause a physical change inconsistent with bicycle and pedestrian policies contained in the City of Oroville General Plan and Oroville Bicycle Plan.
b. Generates home-based work VMT per employee at a rate that is greater than the citywide average under future General Plan conditions.

By modifying these two thresholds, the City would be able to stay consistent with the changes made as a result of SB 743 and the newly proposed General Plan policy regarding LOS.

## 1.4 PURPOSE OF AN EIR ADDENDUM

According to CEQA Guidelines Section 15164(a), an addendum shall be prepared if some changes or additions to a previously certified EIR are necessary, but none of the conditions enumerated in CEQA Guidelines Sections 15162(a)(1) – (3) calling for the preparation of a subsequent EIR have occurred. As stated in CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations):

> When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:
>
> (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.
>
> (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
>
> (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or negative declaration was adopted, shows any of the following:
>
> (a) The project will have one or more significant effects not discussed in the previous EIR or negative declaration.
>
> (b) Significant effects previously examined will be substantially more severe than shown in the previous EIR.
>
> (c) Mitigation Programs or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation Program or alternative; or
>
> (d) Mitigation Programs or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation Program or alternative.

### 1.4.1 Rationale for Preparing an EIR Addendum

As described in Section 1.1.2, the General Plan EIR was certified in 2009. Since, there have been CEQA changes in regard to analyzing environmental topics. This addendum serves to analyze the changes and determine whether the proposed project would result in significant changes that were not analyzed or considered in the existing General Plan. Table 1-2, *High-Level CEQA Changes*, summarizes the high-level CEQA changes that have occurred since certification of the General Plan EIR and provides an analysis of these changes in the context of the proposed project.

# 1. Addendum to the Certified General Plan EIR

As stated in CEQA Guidelines Section 15164 (Addendum to an EIR):

(a) The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

(b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

(c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.

(d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.

(e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.

A copy of this addendum, and all supporting documentation, may be reviewed or obtained at 1735 Montgomery Street, City of Oroville, California 95965.

# 1. Addendum to the Adopted General Plan EIR

**Table 1-2 High-Level CEQA Changes**

| Topic | Date | Overview | Analysis |
|---|---|---|---|
| **Transportation** | | | |
| SB 743 | 2013 | • Amended CEQA Guidelines to change how lead agencies evaluate transportation impacts under CEQA, with the goal of better measuring the actual transportation-related environmental impacts of any given project.<br><br>• Evaluated by examining whether the project is likely to cause automobile delay at intersections and congestion on nearby individual highway segments, and whether this delay will exceed a certain amount (LOS analysis).<br><br>• Starting on July 1, 2020, agencies analyzing the transportation impacts of new projects must now look at a metric known as VMT instead of LOS. VMT measures how much actual auto travel (additional miles driven) a proposed project would create on California roads. If the project adds excessive car travel onto our roads, the project may cause a significant transportation impact. | • The General Plan EIR analyzes the General Plan through the outdated (LOS analysis) to measure transportation impacts.<br><br>• The analysis provided adequately addresses the potential physical impacts associated with implementation of the proposed project since General Plan EIR originally used (level of service) as a threshold which was later mad ineligible as a threshold, thus VMT is now used as a threshold that is custom to the unique needs of Oroville.<br><br>• Nothing in the CEQA Guidelines states that adopting a threshold is subject to environmental review; see the California Building Industry Association v. Bay Area Air Quality Management District (2015) 62 Cal.4th 369 court decision. |

# 2. CEQA Analysis

## 2.1 ENVIRONMENTAL ANALYSIS

The City of Oroville's General Plan contains policies related to land use, transportation and circulation, open space, safety, noise, housing, community design, economic development, and public facilities and services. The General Plan is largely designed to be self-mitigating by incorporating policies and implementation programs that address and mitigate environmental impacts related to implementing the General Plan, such as zoning codes and design standards. As previously described in Section 1.2 of this addendum, the City of Oroville's General Plan EIR addresses potential impacts related to aesthetics, air quality and greenhouse gas emissions, biological resources, cultural resources, geology, soils, and mineral resources, hazards and hazardous materials, hydrology and water quality, land use, noise, population and housing, public services and recreation, transportation and circulation, and utilities, and infrastructure (City of Oroville, 2009).

In addition, Table 1-2, *High-Level CEQA Changes*, provides a high-level overview of CEQA changes that have occurred since certification of the City's General Plan EIR and provides an analysis of these changes in regard to the proposed project. Since the changes in Table 1-2 would not significantly affect the proposed project or the impacts analyzed in the General Plan EIR, the impacts determined in the General Plan EIR would still apply to the proposed project. The adoption of the VMT threshold is not subject to environmental review as the transition from LOS to VMT would not create any significant environmental changes. As such, the proposed project would be no more substantial than analyzed in the General Plan EIR.

## 2.2 FINDINGS

The discussion in this addendum confirms that the proposed project has been evaluated for significant impacts pursuant to CEQA. The discussion is meaningfully different than a determination that a project is "exempt" from CEQA review because the proposed General Plan Update is not exempt. Rather, the determination here is that the General Plan Update does not require major revisions to the General Plan EIR due to the involvement of new significant environmental impacts or substantial increases to the severity of previously identified significant environmental impacts. The General Plan is a policy document, and its adoption would not produce environmental impacts since no actual development is proposed. Future development projects facilitated by the General Plan Update would generally be subject to project-level environmental review. Therefore, the General Plan EIR provides a sufficient and adequate analysis of the environmental impacts of the proposed General Plan.

There are no substantial changes in the circumstances or new information that was not known and could not have been known at the time of the adoption of the General Plan EIR. The proposed project consists entirely of land uses permitted by the project sites' existing General Plan land use designation and zoning and represents no change from the impacts that were assumed and analyzed by the General Plan EIR.

As a result, and for the reasons explained in this addendum, the project would not cause any new significant environmental impacts or substantially increase the severity of significant environmental impacts disclosed in the General Plan EIR. Thus, the proposed project does not trigger any of the conditions in CEQA Guidelines Section 15162 allowing the preparation of a subsequent EIR, and the appropriate environmental document as authorized by CEQA Guidelines Section 15164(b) is an addendum. This EIR addendum has been prepared accordingly.

The following identifies the standards set forth in Section 15162 of the CEQA Guidelines as they relate to the proposed project.

1. **No substantial changes are proposed in the project which would require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and 2. No substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.**

   Table 1-2 *High-Level CEQA Changes*, highlights and evaluates the high-level CEQA changes that have occurred since the certification of the General Plan EIR. However, since the proposed project would not result in major physical changes from the transition from LOS to VMT, these CEQA changes would not result in significant changes as the adoption of a new threshold is not subject to environmental review. No physical changes are proposed; the new threshold can be used to calculate physical effects that later can be used to create new policies to reduce VMT.

3. **No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified shows:**

   a. **The project will have one or more significant effects not discussed in the previous EIR.**

   Table 1-2 *High-Level CEQA Changes*, provides analysis of these changes in the context of the proposed project. Although there are environmental topics not analyzed at the time of the General Plan EIR, the proposed change from LOS to VMT as a CEQA threshold would not introduce any new significant and unavoidable effects, as the adoption of a new VMT threshold is not subject to environmental review. Therefore, there would be no new environmental impacts.

   b. **Significant effects previously examined will be substantially more severe than shown in the previous EIR.**

   The proposed project would have the same significant impacts as those disclosed in the certified General Plan EIR. The proposed change from LOS to VMT would not substantially alter the existing EIR, as the change to VMT would not be subject to environmental review. The previous EIR did not have any new significant impacts relating to transportation. Therefore, impacts determined in the General Plan EIR would be adequate for the proposed project.

**c. Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.**

The proposed project would not result in physical changes to the environment that were not disclosed in the General Plan EIR. The proposed project would not create new impacts or the need for additional mitigation measures. The policies identified in the proposed project would reduce physical environmental effects associated with future development. The update to the General Plan would not result in significant environmental impacts or increase the severity of any environmental impacts previously evaluated in the General Plan EIR; therefore, there is no need for new mitigation measures or alternatives.

**d. Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.**

The proposed project would have the same significant impacts as the previously certified General Plan EIR, and all associated policies and mitigation measures identified in the General Plan EIR to reduce physical environmental effects would apply to all future development and have the same mitigating effect. There would be no new significant impacts resulting from adoption of the General Plan Update; therefore, there would be no new mitigation measures or alternatives required for the proposed project.

## 2.3 REFERENCES

City of Oroville. 2015a, March 31. City of Oroville General Plan 2030. https://www.cityoforoville.org/services/planning-development-services-department/planning-division/planning-documents

_____. 2015b. City of Oroville Sustainability Updates Draft Supplemental EIR. https://www.cityoforoville.org/home/showpublisheddocument/12202/635955765376170000

_____. 2009. City of Oroville General Plan Update Environmental Impact Report. https://ceqanet.opr.ca.gov/2008022024/3

**City of Oroville**
**California Environmental Quality Act**
**Interim Transportation Threshold**

# Overview

On September 27, 2013, Governor Jerry Brown signed California Senate Bill 743 (SB 743) into law. The goal of this legislation was to reform transportation impact analysis under the California Environmental Quality Act (CEQA) from an emphasis on automobile delay, measured as level of service (LOS), to meeting the state's goals of reducing greenhouse gas emissions and traffic-related air pollution, promoting the development of a multimodal transportation system, and providing clean, efficient access to destinations. The effect of this legislation was to remove level of service (LOS) as a means of determining a significant environmental impact when conducting environmental analysis under CEQA (PRC § 21099(b)(2)).

Prior to implementation of SB 743, lead agencies used a reduction in LOS to determine transportation-related environmental impacts under CEQA and to require mitigation. LOS measures vehicular delay, or the additional driving time encountered by drivers during the most congested times of travel. SB 743 prohibits the use of LOS to measure impacts under CEQA and requires agencies to adopt alternative measures of such impacts. Local agencies may continue to use LOS analysis for other programs unrelated to CEQA.

In December 2018, the California state Office of Planning and Research (OPR) prepared the report *Technical Advisory on Evaluating Impacts in CEQA* that includes Vehicle Miles Traveled (VMT) threshold recommendations that vary based on whether a project is located within a metropolitan planning organization (MPO)[1]. For projects within an MPO, OPR recommends the use of urban quantitative thresholds. In rural counties, the *Technical Advisory* recognizes rural areas should be treated differently based on their land use and transportation context. However, the recommendations fail to recognize that rural areas within MPO boundaries function identically to rural areas in parts of the state that are not covered by an MPO. This distinction is important because OPR recommends that rural areas outside of an MPO political boundary be treated differently when it comes to VMT thresholds, leaving the choice of threshold up to the lead agency. The City of Oroville is within the Butte County Association of Governments (BCAG) which is one of the 18 designated MPOs in the state.

On December 18, 2019, California's Third District Court of Appeal published an opinion in *Citizens for Positive Growth & Preservation v. City of Sacramento*, which involved a challenge to the City of Sacramento's adoption of its General Plan based on LOS instead of VMT for transportation impact identification. In reaching its decision in that case, the Court of Appeal applied Public Resource Code section 21099(b)(2) and stated, "existing law is that 'automobile delay, as described solely by level of service, or similar measures of vehicular capacity or traffic congestion shall not be considered a significant impact on the environment under CEQA, except for roadway capacity projects.'" The Court therefore concluded that the General Plan's policies that included LOS standards could not be used as a threshold to determine

[1] Federal law requires that any urbanized area with a population of at least 50,000 be guided and maintained by a regional entity known as a metropolitan planning organization (MPO). SB 375 details specific roles for California MPOs, expanding their role in regional planning.

whether the project would have a significant environmental impact under CEQA. This paper presents the evidence for alternative CEQA threshold options for the City of Oroville.

## BCAG

BCAG adopted the *2020 Regional Transportation Plan / Sustainable Communities Strategy for Butte County (RTP/SCS),* which specifies policies, projects and programs necessary over a 20+ year period to maintain, manage and improve the region's transportation system. The 2020 RTP/SCS covers the 20-year period between 2020 and 2040. The RTP/SCS includes an Air Quality Conformity Analysis and Determination as well as a Supplemental Environmental Impact Report. The regional transportation plan (RTP) contains policies that support a safe and efficient roadway system that accommodates the demand for the movement of people and goods in the county[2]. The SCS complies with Senate Bill 375 *The Sustainable Communities and Climate Protection Act of 2008*, by demonstrating the integration of land use, housing, and transportation to reduce passenger vehicle (cars & light trucks) greenhouse gas emissions (GHG). The intent of the SCS is to meet the GHG emission reduction targets set by the California Air Resources Board (CARB) for the years 2020 and 2035.

## City of Oroville

In California, transportation makes up 36.8% of emissions for the state and it was the largest source of GHG emissions in 2020. Of that, 25.5% of emissions are from passenger vehicles and 8.8% are heavy-duty vehicles. In Oroville between 2017 to 2021, the mean travel time to commute to work was 20.2 minutes and just over 3% of the workforce in Oroville has a commute that is over 90 minutes. This means that many of our residents either work locally or commute to Chico for employment. While local trips are excellent for a reduction in VMT, the hilly topography and need for bridges provide a circulation challenge for bicycle and pedestrian networks. Also, because of the topography, roads are often 'just wide enough' and expanding them for additional amenities such as trails or paths can be prohibitively expensive.

## Transit

Table 1 shows the existing Butte Regional Transit (BRT) and approximate frequency (headways) associated with each route. The timing of the headways is important as various land use designs and intensities are possible if a project can be within an area served by "high quality transit corridor" which is defined as having a 15 minute or less headway during peak commute hours (PRC § 21155(b)). The state also defines a major stop as a station that has either a ferry terminal or rail station that is served by bus or rail transit with 15 minute or less headway during peak commute hours (PRC § 21064.3). The expectation is that residents on or near either a high-quality transit corridor or major transit stop will use the public transit system thereby reducing vehicle miles travelled. As shown in Table 1, the City of Oroville does not have either a high-quality transit corridor or a major transit stop.

The public transportation system in Oroville includes the **B-Line service**, operated by the BCAG, which provides intercity/regional and local fixed-route connectivity. The B-Line's Oroville Transit Center is located on Spencer Avenue[3]. Six B-line routes (Route 20, Route 24, Route 25, Route 26, Route 27, and Route 30)

[2] Butte County Association of Governments (December 2020) 2020 Regional Transportation Plan / Sustainable Communities Strategy for Butte County, p. ES-2

[3] Transit & Non-Motorized Plan | Existing Conditions Report

serve within the City of Oroville[4] and are described in Table 1. Additionally, Butte Regional Transit offers paratransit service through B-Line paratransit, including on-demand shared ride services.

Oroville has one **Greyhound Bus** station located at 410 Oro Dam Boulevard E. The station is open 24 hours Monday through Sunday and their most popular bus trip destinations are Sacramento, Reno, and Sparks[5]. The **Oroville Amtrak** offers an unstaffed, curbside bus stop at the park-and-ride lot on Highway 70 and Grand Avenue[6].

Table 1: Existing Butte Regional Transit Service Schedule Summary

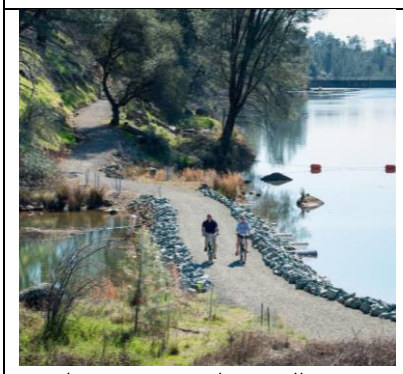
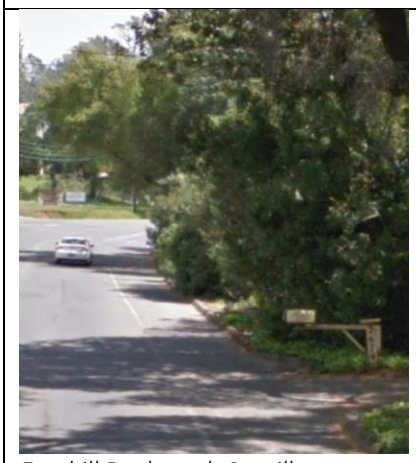
| Route | Weekday | | Saturday | |
|---|---|---|---|---|
| | Freq. (min) | Span | Freq. (min) | Span |
| 20 – Chico / Oroville [1] | 40 – 120 | 5:50 AM – 8:00 PM | 120 - 140 | 7:50 AM – 6:00 PM |
| 24 - Thermalito | 60 | 6:34 AM – 7:30 PM | NA | NA |
| 25 – Oro Dam | 60 | 6:12 AM – 6:50 PM | NA | NA |
| 26 – Olive Highway | 60 | 6:33 AM – 6:21 PM | NA | NA |
| 27 – South Oroville | 60 | 7:10 AM – 6:50 PM | NA | NA |
| 30 – Oroville / Biggs | 195-240 | 7:45 AM – 4:50 PM | 180-240 | 8:47 AM – 5:00 PM |

Source: Butte Regional Transit, 2023

[4] Butte Regional Transit
[5] Greyhound Oroville
[6] Amtrak Oroville

## Bicycle Facilities

The following types of bicycle facilities exist within the City of Oroville. These facilities do not constitute a complete network but one that is still developing as funding and development opportunities present themselves.

| Class I "Bike Paths" | |
|---|---|
|  <br>*Brad Freeman Trail, Oroville* | Class I facilities, commonly referred to as Bikeways or Bike Paths, are facilities separated from automobile traffic for the exclusive use of bicyclists. Class I facilities can be designed to accommodate other modes of transportation, including pedestrians and equestrians, in which case they are referred to as shared or multi-use paths.<br><br>Locations in Oroville:<br>• Bike path along south side of Feather River (Brad Freeman Trail) connecting Riverbend Park and SR 70 |
| **Class II "Bike Lanes"** | |
|  <br>*Foothill Boulevard, Oroville* | Class II facilities, commonly referred to as Bike Lanes, are dedicated facilities for bicyclists immediately adjacent to automobile traffic. Class II facilities are identified with striping, pavement markings and signage.<br><br>Locations in Oroville*:<br>• Orange Avenue (between Montgomery Street and Oro Dam Boulevard);<br>• Foothill Boulevard (between Pinedale Avenue and Olive Highway);<br>• Grand Avenue (between 2nd Street and Table Mountain Boulevard);<br>• and Nelson Avenue (between County Center Drive and Table Mountain Boulevard). |
| **Class III "Bike Routes"** | |
| Class III facilities, commonly referred to as Bike Routes, are on-street routes where bicyclists and automobiles share the road. They are identified with pavement markings and signage and are typically assigned to low-volume and/or low-speed streets.<br><br>A Class III bike route exists on Washington Avenue (Orange Avenue to Oroville Dam Boulevard). | |

Source: Balanced Mode Circulation Plan

*According to the2015 Balanced Mode Circulation Plan, these four locations qualify as Class II facilities. However, the current street view shows signage and pavement marking inconsistencies.

## Pedestrian Facilities

Existing pedestrian facilities in the City of Oroville consist of sidewalks, crossings, trees, and landscaping (for shading) and other amenities. Many streets within the city have sidewalks on both sides; however, gaps or abrupt termination of sidewalks occur in various parts of the city. Additionally, there are rolled-edge curbs in some sections of the city. Rolled-edge curbs allow drivers to park on sidewalks, which can obstruct pedestrians.

Crossing major roads poses a challenge to pedestrians. Most major roads in the City are wide, with significant amounts of traffic, and do not provide crosswalks at all intersection locations. There are often two-way stop signs along major roads, forcing pedestrians, including seniors and children, to negotiate with drivers, cross wide intersections, and/or make a long detour to use a better crossing.

The streetscape environment varies greatly between neighborhoods within Oroville. Some neighborhoods have road-separated sidewalks, with landscaped parking strips between the curb and the sidewalk. These parking strips often contain street trees that provide shade for pedestrians. However, some of the streets have solid curbs and sidewalks, with no parking strip to provide a buffer between pedestrians and vehicle traffic. In some areas, street trees offer shading for pedestrians and landscaped parking strips separate vehicles from pedestrians on sidewalks.

Pedestrian amenities, such as benches, pedestrian-scaled lighting, and transparent store frontage, provide a comfortable and enjoyable environment for people to walk. Some of these features exist in downtown Oroville but are absent in other areas of the City.

## OPR VMT Reduction Measures

The OPR *Technical Advisory on Evaluating Transportation Impacts in CEQA* relies on largely urban methods of reducing VMT contained in the 2010 California Air Pollution Control Officers Association (CAPCOA) report *Quantifying Greenhous Gas Mitigation Measures,* and notes that reduction of VMT in rural areas may need to be evaluated on a "case-by-case basis."[7]

The CAPCOA document recommended measures that include increasing population density, encouraging housing near urban cores or employment, and an increase in transit accessibility. Examples of mitigation measures are shown in Table 2. As noted in the Table many of the recommendations do not apply in Oroville while others are already part of our development procedures.

[7] California Office of Planning and Research (December 2018), Technical Advisory on Evaluating Transportation Impacts in CEQA, p. 19.

Table 2: Consideration of Example VMT Reduction Measures from OPR Technical Advisory

| Possible VMT Reduction Measure | Applicability to the City of Oroville |
|---|---|
| Improve or increase access to transit. | Connecting sidewalks and trails to transit stops is a requirement of project approval. |
| Increase access to common goods and services, such as groceries, schools, and daycare. | The City can encourage, but not require businesses to locate in the City. |
| Incorporate affordable housing into the project. | The City encourages but cannot require that affordable housing be constructed. |
| Incorporate neighborhood electric vehicle network. | The hills and rivers make it difficult to create a continues NEV network, however as the state will require EVs by 2035, this issue has been addressed. |
| Orient the project toward transit, bicycle and pedestrian facilities. | This is already a requirement of the City. |
| Improve pedestrian or bicycle networks, or transit service. | BCAG governs Transit and the City has plans for improving networks. |
| Provide traffic calming. | This is project specific and already a requirement. |
| Provide bicycle parking. | Required by the California Building Code based on land use. |
| Limit or eliminate parking supply. | Impractical given the lack of transit. |
| Unbundle parking costs. | Impractical given the lack of transit. |
| Provide parking cash-out programs. | Impractical given the lack of transit. |
| Implement roadway pricing. | This is a form of toll road and impractical given the lack of alternative transportation. |
| Implement or provide access to a commute reduction program. | Park and ride is already available in the City and encouraged. |
| Provide car-sharing, bike sharing, and ride-sharing programs. | The City encourages these types of businesses, however none currently exist. |
| Provide transit passes. | Impractical given the lack of transit. |
| Shifting single occupancy vehicle trips to carpooling or vanpooling, for example providing ride- matching services. | The City has insufficient personnel to run a program like this, however a private business or non-profit would be welcome. |
| Providing telework options. | High speed internet is available in most of the City by private vendor. There is no restriction on telework by the City. |
| Providing incentives or subsidies that increase the use of modes other than single-occupancy vehicle. | The City has insufficient personnel to run a program like this, however a private business or non-profit would be welcome. |
| Providing on-site amenities at places of work, such as priority parking for carpools and vanpools, secure bike parking, and showers and locker rooms. | This is project dependent and could be mitigation considered at the time of application. |
| Providing employee transportation coordinators at employment sites. | The City has insufficient personnel to run a program like this, however a private business or non-profit would be welcome. |
| Providing a guaranteed ride home service to users of non-auto modes. | The City has insufficient personnel to run a program like this, however a private business or non-profit would be welcome. |

## VMT Threshold Approach

BCAG prepared an implementation guide for member agencies to understand questions that needed to be addressed when implementing the vehicle miles traveled thresholds. The document includes research, analysis, and other evidence to support their final SB 743 implementation decisions. BCAG chose to lead this effort to help reduce SB 743 implementation costs that would have otherwise been incurred by each member agency pursuing independent implementation efforts. BCAG provides this documentation as a resource for its member agencies and does not make any specific recommendations regarding SB 743 implementation. Each member agency will be required to make its own SB 743 implementation decisions and may rely on this information to the extent it is relevant.

The BCAG Implementation Report discusses the following three options for establishing a threshold for VMT[8]:

1. CEQA Guidelines. Section 15064.3 can be interpreted as establishing a threshold where 'any' increase in VMT above baseline conditions would constitute a significant VMT impact. This threshold is recommended in the OPR Technical Advisory for retail land use projects. Caltrans also supports this threshold for roadway capacity projects stating, "Within MPO areas…, a project that results in an increase in VMT when comparing the future build alternative to the future no-build alternative (i.e., the VMT is higher under the future build scenario) will generally be considered significant…"

2. OPR Technical Advisory. The OPR Advisory contains VMT threshold recommendations that vary by type of project and type of land use as follows:
   a. Residential projects – A proposed project exceeding a level of 15 percent below existing (baseline) VMT per capita may indicate a significant transportation impact. Existing VMT per capita may be measured as regional VMT per capita or as city VMT per capita.
   b. Office projects – A proposed project exceeding a level of 15 percent below existing (baseline) regional VMT per employee may indicate a significant transportation impact.

3. Non-Interference. This option would focus on not interfering with the state's ability to meet VMT/GHG reduction goals. This threshold recognizes that VMT reduction is tied to state GHG reduction goals and would allow the county to assess VMT impacts of projects based on whether they would interfere or prevent the state from taking actions necessary to reduce VMT consistent with state goals. The state has the authority to implement a wide variety of actions that could effectively reduce VMT such as higher gas taxes, a new VMT tax, new tolls, etc. Local projects that do not interfere with this authority could reflect that outcome as part of their VMT impact analysis using this threshold.

The recommended approach is a mix of the three options presented in the BCAG report.

[8] Ibid, p. 40.

## Discussion

For large projects that would trigger an environmental impact report (EIR), it is reasonable for the City to request a VMT analysis as part of the EIR. This would also allow the City to make a statement of overriding considerations if the mitigation strategy associated with the project could not meet the VMT target. Projects that are smaller and fit within the OPR screening criteria would be excused from having to prepare a VMT analysis as there is a presumption that the project reduces VMT. Examples might include an increase in residential density where housing is already designated, smaller housing projects that generate 110 or fewer trips per day, small local-serving commercial, etc. Medium sized projects will likely need to demonstrate via analysis that their VMT will not increase beyond the threshold. While the cost of a VMT analysis is much lower than that of a traditional traffic impact study, if the impact on VMT is above the threshold it may trigger an EIR. As the threshold, and availability of mitigation will change over time, the City will need to continue to monitor the size of projects and the impact on VMT.

Generally, connecting to a sidewalk and trail network, increasing the efficient use of land, and placing services near homes will reduce VMT. This approach furthers existing goals in the Oroville General Plan and represents good land use planning. Because state goals and targets change, the City will need to review and update the interim VMT threshold periodically.

## Methodology for Establishing Threshold

In 2014 the California Air Resources Board (CARB) stated that

> "*Achieving California's long-term criteria pollutant and GHG emissions goals requires four strategies to be employed: (1) improve vehicle efficiency and develop zero emission technologies, (2) reduce the carbon content of fuels and provide market support to get these lower-carbon fuels into the marketplace, (3) plan and build communities to reduce vehicular GHG emissions and provide more transportation options, and (4) improve the efficiency and throughput of existing transportation systems*."[9]

The first two criteria are under the sole purview of the State of California with little potential for the City to influence. The state mandates vehicle efficiencies and negotiates directly with manufacturers and licenses the vehicles for use in California. While the City encourages recharging stations and flexibility fueling locations (CNG, Hydrogen) through strategy LUT-6 of the 2015 Oroville Climate Action Plan (CAP) and enforcement of the California Green Building Code (CBC) through strategy BE-1, the structural change in vehicle efficiency is a state responsibility.

Table 3 shows the results of the BCAG RTP/SCS Travel Demand Model for the region and City for VMT. As shown in the table, the City's home-based VMT per resident is higher than the region, while the home based VMT per employee is slightly less.

[9] California Air Resources Board (May 2014) First Update to the Climate Change Scoping Plan, p. 46.

Table 3: Baseline (2020) VMT Summary

| VMT Metric | BCAG Region | City of Oroville |
|---|---|---|
| Total Network VMT | 4,710,000 | 453,400 |
| Total VMT Generated by land uses within geographic area | 7,532,100 | 1,235,400 |
| Home-based VMT per resident | 14.9 | 17.7 |
| Home-based work VMT per employee | 6.7 | 6.2 |

Source: BCAG RTP/SCS Travel Demand Model (modified version 1.3)

The City also has land use strategies from CAP that include LUT-1 Residential and Commercial density and LUT-2 Mixed-Use Development that are intended to ensure that compatible uses are built close to each other, and that the intensity of development makes efficient use of land. Figure LU-6, *2030 General Plan Land Use Designations*, designates where development occurs, as well as the density and intensity of each land use.

Similarly, since the early 1990s, CARB has regulated the composition of vehicle fuels sold in the state through the California Reformulated Gasoline Regulations. In September 2020, Governor Newsom approved Executive Order N-79-20, that states:

> "*It shall be a goal of the State that 100 percent of in-state sales of new passenger cars and trucks will be zero-emission by 2035. It shall be a further goal of the State that 100 percent of medium- and heavy-duty vehicles in the State be zero-emission by 2045 for all operations where feasible and by 2035 for drayage trucks. It shall be further a goal of the State to transition to 100 percent zero-emission off-road vehicles and equipment by 2035 where feasible*."

This area of reduction is also clearly the sole authority of the state. The change in fuel types is included in the air quality and greenhouse gas modeling conducted for projects.

The California Air Resources Board (CARB) in its 2018 progress report notes that "California cannot meet its climate goals without curbing growth in single-occupancy vehicle activity." In other words, vehicle efficiency and better fuels are necessary, but insufficient, to address the GHG emissions from the transportation system. Land use patterns and transportation options also will need to change to support reductions in vehicle travel/VMT.

## Screening

This document provides a two-step screening process that will apply to all development requests. Step 1 involves a screening process where qualifying projects will be relieved of having to perform VMT impact analysis because evidence supports a presumption that VMT impact will be less than significant. The determination will be made during the Pre-Application Review or during consultation with the Planning Department prior to making an application. Note that these screening determinations are not absolute, and the City may determine that a project specific VMT analysis must be prepared to support a project. For projects that are not exempt from VMT analysis, Step 2 will be required where the project will be evaluated

against whether it would generate VMT per capita at a higher rate than the baseline average for the BCAG Region.

Based on the OPR Technical Advisory, and the discussion in this memorandum, the following projects are considered to have a de minimis effect on VMT and after review of the project the City may determine that a project specific VMT Analysis is unnecessary:

De Minimis Development projects:

- Any project that generates or attracts 110 or fewer trips per day. Depending on project location, this may correspond to the following "approximate" development potentials:
  - 10-15 single family housing units
  - 16-20 multi-family, condominiums, or townhouse housing units
  - 10,000 sq. ft. of office
  - 15-20,000 sq. ft. of light industrial
  - 63,000 sq. ft. of warehousing

- Projects statutorily or categorically exempt from CEQA.

- Locally serving retail and other commercial uses 50,000 square feet or less. Examples of local serving include, but are not limited to schools, civic buildings, medical buildings, cleaners, offices, and other land uses intended to serve the local community and to improve the convenience of obtaining services locally.

- Zone Changes to Increase Residential Density. For land that is already planned for residential development, the increase in density will provide for a more efficient use of land and a more compact urban form. Ideally the area with increased density would be near trails, bike paths, transit, and services to provide mobility options that do not *require* use of a personal automobile.

Transportation projects:

The City can make mobility system improvements independent of, or concurrent with, development projects. The following improvements are shown in the OPR Technical Advisory as not considered to increase VMT and would therefore not be required to complete a VMT analysis.

- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation assets and that do not add additional motor vehicle capacity.

- Roadside safety devices or hardware installation such as median barriers and guardrails

- Addition of an auxiliary lane of less than one mile in length designed to improve roadway safety

- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, two-way left turn lanes, or emergency breakdown lanes that are not used as through lanes.

- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit

- Conversion of existing general-purpose lanes (including ramps) to managed lanes or transit lanes, or changing lane management in a manner that would not substantially increase vehicle travel

- Addition of a new lane that is permanently restricted to use only by transit vehicles

- ☐ Reduction in number of through lanes
- ☐ Grade separation to separate vehicles from rail, transit, pedestrians or bicycles, or to replace a lane in order to separate preferential vehicles (e.g., HOV, HOT, or trucks) from general vehicles
- ☐ Installation, removal, or reconfiguration of traffic control devices, including Transit Signal Priority (TSP) features
- ☐ Installation of traffic metering systems, detection systems, cameras, changeable message signs and other electronics designed to optimize vehicle, bicycle, or pedestrian flow
- ☐ Timing of signals to optimize vehicle, bicycle, or pedestrian flow
- ☐ Installation of roundabouts or traffic circles
- ☐ Installation or reconfiguration of traffic calming devices
- ☐ Initiation of new transit service
- ☐ Conversion of streets from one-way to two-way operation with no net increase in number of traffic lanes
- ☐ Removal or relocation of off-street or on-street parking spaces
- ☐ Adoption or modification of on-street parking or loading restrictions (including meters, time limits, accessible spaces, and preferential/reserved parking permit programs)
- ☐ Addition of traffic and pedestrian wayfinding signage
- ☐ Rehabilitation and maintenance projects that do not add motor vehicle capacity
- ☐ Addition of new or enhanced bike or pedestrian facilities on existing streets/highways or within existing public rights-of-way
- ☐ Addition of Class I bike paths, trails, multi-use paths, or other off-road facilities that serve non-motorized travel
- ☐ Installation of publicly available alternative fuel/charging infrastructure

Based on the unique characteristics of the City and the potential for new roadways to assist in evacuation in the County, the following projects are considered to have a de minimis effect on VMT and the City may determine that a project specific VMT Analysis is unnecessary:

- ☐ Addition of secondary access roads and emergency access to serve existing development provided that the roadways are all at existing LOS C or better and are projected to remain at LOS C in the future condition.

  It is an unfortunate truth that the region has been ravaged by natural disasters. The ability to evacuate areas ahead of wildfire or flood is essential. In some areas a single roadway in or out can hinder evacuation. For this screening threshold the addition of secondary access to roadways that are both operating at or better than an LOS C, and projected to continue to operate at LOS C, would not result in an increase in VMT. As there is no existing congestion on the roadway, and no congestion is forecast, the addition of a road access only increases access and emergency ingress/egress options for the residents and responders. This is in line with the OPR bullet above that states “Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and, if applicable, transit.” In this context the additional capacity is in the form of an access option in case of an emergency.

## Threshold of Significance

The California Environmental Quality Act (CEQA) is intended to inform government decisionmakers and the public about the potential environmental effects of proposed activities and to prevent significant, avoidable environmental damage. The CEQA defines Thresholds of Significance as:

> 15064.7 (a)
>
> (a) A threshold of significance is an identifiable quantitative, qualitative or performance level of a particular environmental effect, non-compliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant.
>
> The environmental analysis relies on thresholds of significance to determine whether a projected impact is considered significant. The CEQA Guidelines state:
>
> (b) Each public agency is encouraged to develop and publish thresholds of significance that the agency uses in the determination of the significance of environmental effects. Thresholds of significance to be adopted for general use as part of the lead agency's environmental review process must be adopted by ordinance, resolution, rule, or regulation, and developed through a public review process and be supported by substantial evidence. Lead agencies may also use thresholds on a case-by-case basis as provided in Section 15064(b)(2).
>
> Nothing in the CEQA Guidelines states that adopting a threshold is subject to environmental review. This is further supported by the *California Building Industry Association v. Bay Area Air Quality Management District (2015)* 62 Cal.4th 369 court decision. Initially, the litigation concerned whether BAAQMD's adoption of thresholds was a "project" subject to CEQA review. The trial court found that it was and issued a writ of mandate invalidating the thresholds for failure to comply with CEQA. The First District Court of Appeal reversed, finding that the thresholds were not subject to CEQA review for two reasons. First, the CEQA Guidelines establish the required procedure for enacting generally applicable thresholds of significance, and prior CEQA review is not part of that process. Second, the thresholds were not a "project" because the "environmental change" alleged by the California Building Industry Association (CBIA) was speculative and not reasonably foreseeable. The Supreme Court did not grant review over this issue and thus the Court of Appeal's holding that the act of adopting thresholds is not a project under CEQA stands.

The following thresholds of significance will be applied to all discretionary projects that are unable to be screened from VMT analysis or considered de minimis. Examples and discussion for each threshold is included in *italics* following the threshold statement.

TRANSPORTATION. Would the project:

a) Disrupt transit, bicycle and pedestrian facilities or interfere with planned facilities or cause a physical change inconsistent with bicycle and pedestrian policies contained in the City of Oroville General Plan and Oroville Bicycle Plan.

*For a project to result in a significant impact the physical design would be such that it interfered with city or transit agency standards for one or more non-motorized improvements. For example, not*

*connecting to or providing for a future trail or not including sidewalks and connection(s) to adjacent uses where appropriate, not including bus turnout or stopping areas. This impact could be significant if a roadway connection isn't made that would expand or maintain the transit network or if frontage improvements did not include a bus turnout or similar improvements consistent with city plans.*

b) Generate home-based work VMT per employee at a rate that is greater than the citywide average under future general plan conditions.

*A project would cause a significant VMT impact if it generated VMT per capita above the unincorporated county baseline average. Baseline VMT estimates can be obtained from the latest version of the BCAG RTP/SCS model (currently Modified Version 1.1 -3.17.21) or other VMT data sources, a mobile device data vendor that offers SB 743 compliant VMT estimates based on current year estimates. For residential land uses, home-based VMT per capita can be used while work-related land uses can use home-based work VMT per employee.*

c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., large trucks, farm equipment)?

*This is a design consideration and will be evaluated with each project for compliance with City standards.*

d) Result in inadequate emergency access.

*This is a design consideration and will be evaluated with each project for compliance with City standards. As noted in the screening criteria, the addition of an emergency access route or connection is screened out of requiring a VMT analysis.*

# CITY OF OROVILLE
# STAFF REPORT

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

**FROM:** **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

**RE:** **ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 1, 2, 4, 6-8**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council will hold a public hearing and consider approving the Annual Assessment Report and declare its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2024/25.

## DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a benefit assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the storm water infrastructure (manholes, drain pipes, etc.), including storm water retention facilities within the specific subdivision. The particular Zones within the City's Consolidated Benefit Assessment District ("CBAD") are identified below:

| ZONE NUMBER AND NAME |
|---|
| Zone 1 – Linkside Place, Phase 1 |
| Zone 2 – Foothill Estates |
| Zone 3 – Mission Olive Ranch |
| Zone 4 – Vista Del Oro |
| Zone 5 – Calle Vista Estates, Unit 2 |
| Zone 6 – Martin Ranch |
| Zone 7 – Jake Richter Estates |
| Zone 8 – Acacia Estates |
| Zone 9 – Ruddy Creek |

Pursuant to the Benefit Assessment Act of 1982, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 19, 2024 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments to incorporate any surplus or deficit from the

previous year and to determine the actual annual assessment for each assessable parcel within the CBAD.

The City Council will consider the following items for the CBAD:

1. Open and conduct a public hearing to receive public comment regarding the CBAD and/or the assessments for Fiscal Year 2024/25.

2. After any public comment, close the public hearing.

**FISCAL IMPACT**

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining, and servicing the storm water infrastructure within the CBAD.

**RECOMMENDATION**

Collect no assessment this year, providing assessment holiday, due to low expenditures and sufficient Zone reserves to cover those costs.

**ATTACHMENTS**

2024/25 Assessment Summary from the CBAD Annual Assessment Report.

**NOTE:** *In order to reduce copying costs, only the Executive Summary of the Annual Assessment Report is attached to this staff report. The complete Annual Assessment Report for the CBAD is available for review in the City Clerk's office*.

## CBAD 2024/25 ASSESSMENT SUMMARY

| Zone Name | Total Assessable Unit | Total Assessable Cost | Maximum Assessment Rate per Unit | Proposed Assessment Rate per Unit |
|---|---|---|---|---|
| Zone 1 – Linkside Place, Phase 1 | 65 | $0.00 | $439.16 | $0.00 |
| Zone 2 – Foothill Estates | 25 | $0.00 | $510.83 | $0.00 |
| Zone 3 – Mission Olive Ranch | 19 | $0.00 | $445.11 | $0.00 |
| Zone 4 – Vista Del Oro | 92 | $0.00 | $358.51 | $0.00 |
| Zone 5 – Calle Vista Estates, Unit 2 | 44 | $0.00 | $265.27 | $0.00 |
| Zone 6 – Martin Ranch | 0 | $0.00 | $0.00 | $0.00 |
| Zone 7 – Jake Richter | 8 | $0.00 | $379.63 | $0.00 |
| Zone 8 – Acacia Estates | 20 | $0.00 | $264.84 | $0.00 |
| Zone 9 – Ruddy Creek | 97 | $0.00 | $128.28 | $0.00 |
| **TOTALS:** | **370** | **$0.00** | | |

# CITY OF OROVILLE
# STAFF REPORT

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

**FROM:** **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

**RE:** **ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED BENEFIT ASSESSMENT DISTRICT, ZONES 3, 5, 9**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council will hold a public hearing and consider approving the Annual Assessment Report and declare its intention to levy and collect assessments for the Oroville Consolidated Benefit Assessment District for Fiscal Year 2024/25.

## DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a benefit assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the storm water infrastructure (manholes, drain pipes, etc.), including storm water retention facilities within the specific subdivision. The particular Zones within the City's Consolidated Benefit Assessment District ("CBAD") are identified below:

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**FISCAL IMPACT**

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**RECOMMENDATION**

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**ATTACHMENTS**

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## CBAD 2024/25 ASSESSMENT SUMMARY

| Zone Name | Total Assessable Unit | Total Assessable Cost | Maximum Assessment Rate per Unit | Proposed Assessment Rate per Unit |
|---|---|---|---|---|
| Zone 1 – Linkside Place, Phase 1 | 65 | $0.00 | $439.16 | $0.00 |
| Zone 2 – Foothill Estates | 25 | $0.00 | $510.83 | $0.00 |
| Zone 3 – Mission Olive Ranch | 19 | $0.00 | $445.11 | $0.00 |
| Zone 4 – Vista Del Oro | 92 | $0.00 | $358.51 | $0.00 |
| Zone 5 – Calle Vista Estates, Unit 2 | 44 | $0.00 | $265.27 | $0.00 |
| Zone 6 – Martin Ranch | 0 | $0.00 | $0.00 | $0.00 |
| Zone 7 – Jake Richter | 8 | $0.00 | $379.63 | $0.00 |
| Zone 8 – Acacia Estates | 20 | $0.00 | $264.84 | $0.00 |
| Zone 9 – Ruddy Creek | 97 | $0.00 | $128.28 | $0.00 |
| **TOTALS:** | **370** | **$0.00** | | |

# CITY OF OROVILLE
# STAFF REPORT

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

**FROM:** **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

**RE:** **ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 1, 4, 6, 11, 13, 16, 18**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council will hold a public hearing and consider approving the Annual Assessment Report and declare its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2024/25.

## DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a landscape and lighting maintenance assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the landscaped areas dedicated to the City and for the cost of maintaining the City owned street lights within the individual subdivisions. The particular Zones within the City's Consolidated Landscape and Lighting Maintenance Assessment District ("CLLMAD") are identified below:

| ZONE | ZONE |
|---|---|
| Zone 1 – Grandview Estates | Zone 10 – Foothill Estates |
| Zone 2 – The Buttes | Zone 11 – Mission Olive Ranch |
| Zone 3 – Deer Creek Estates, Phase 1 | Zone 12 – Vista Del Oro |
| Zone 4 – Calle Vista 1 | Zone 13 – Calle Vista 2 |
| Zone 5 – Cherokee Estates, Phase 1 | Zone 14 – Martin Ranch |
| Zone 6 – Sherwood | Zone 15 – Jake Richter Estates |
| Zone 7 – Grayhawk | Zone 16 – Acacia Estates |
| Zone 8 – Cherokee Estates, Phase 2 | Zone 17 – Feather River Bluffs |
| Zone 9 – Linkside | Zone 18 – Ruddy Creek |

Pursuant to the Landscape and Lighting Act of 1972, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 16, 2024 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments, to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CLLMAD.

The City Council will consider the following items for the CLLMAD:

1. Open and conduct a public hearing to receive public comment regarding the CLLMAD and/or the assessments for Fiscal Year 2024/25.

2. After any public comment, close the public hearing.

**FISCAL IMPACT**

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining and servicing the landscape and lighting improvements within the CLLMAD.

**RECOMMENDATION**

1. Affirm resolution #9290 Adopted by Council on July 16, 2024, affirming the annual assessment report and declaring intent to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance District for Fiscal Year 2024/25; and

2. Adopt Resolution No. XXXX - RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

**ATTACHMENTS**

2024/25 Assessment Summary from the CLLMAD Annual Assessment Report.
Resolution #9290
Proposition 218 Certification

**NOTE:** *In order to reduce copying costs, only the Executive Summary of the Annual Assessment Report is attached to this staff report. The complete Annual Assessment Report for the CLLMAD is available for review in the City Clerk's office.*

**CLLMAD FISCAL YEAR 2024-25 ASSESSMENT SUMMARY**

| Zone Name | Total Assessable Parcels/Units | Total Assessment | Maximum Assessment Rate per Unit | Proposed Assessment Rate per Unit |
|---|---|---|---|---|
| Zone 1 – Grandview Estates | 21 | $2,867.76 | $201.54 | $136.56 |
| Zone 2 – The Buttes | 58 | $7,131.68 | $122.96 | $122.96 |
| Zone 3 – Deer Creek Estates, Phase 1 | 72 | $2,168.64 | $30.12 | $30.12 |
| Zone 4 – Calle Vista Estates, Phase 1 | 70 | $5,327.00 | $76.11 | $76.10 |
| Zone 5 – Cherokee Estates, Phase 1 | 12 | $948.96 | $79.08 | $79.08 |
| Zone 6 – Sherwood Estates, 1 & 2 | 49 | $2,058.00 | $42.00 | $42.00 |
| Zone 7 – Grayhawk | 30 | $5,928.60 | $197.63 | $197.62 |
| Zone 8 – Cherokee Estates, Phase 2 | 20 | $3,800.40 | $556.14 | $190.02 |
| Zone 9 – Linkside Place, Phase 1 | 65 | $4,225.00 | $578.69 | $65.00 |
| Zone 10 – Foothill Estates | 25 | $2,750.00 | $857.18 | $110.00 |
| Zone 11 – Mission Olive Ranch | 19 | $7,715.90 | $643.14 | $406.10 |
| Zone 12 – Vista Del Oro | 92 | $2,760.00 | $252.52 | $30.00 |
| Zone 13 – Calle Vista Estates, Unit 2 | 44 | $4,847.04 | $351.58 | $110.16 |
| Zone 14 – Martin Ranch | 0 | $0.00 | $0.00 | $0.00 |
| Zone 15 – Jake Richter | 8 | $3,004.32 | $375.54 | $375.54 |
| Zone 16 – Feather River Bluffs | 121 | $0.00 | $64.06 | $0.00 |
| Zone 17 – Acacia Estates | 20 | $0.00 | $121.14 | $0.00 |
| Zone 18 – Ruddy Creek | 97 | $0.00 | $161.69 | $0.00 |
| **TOTALS:** | **823** | **$55,533.30** | | |

**CITY OF OROVILLE**
**RESOLUTION NO. 9290**

**A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2024/25**

**WHEREAS,** the Oroville City Council has, by previous resolutions, formed and levied annual assessments for a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance district is known and designated as "The Oroville Consolidated Landscape and Lighting Maintenance Assessment District" (the "District"). The District is comprised of several Zones which are identified below:

| ZONE | ZONE |
|---|---|
| Zone 1 – Grandview Estates | Zone 10 – Foothill Estates |
| Zone 2 – The Buttes | Zone 11 – Mission Olive Ranch |
| Zone 3 – Deer Creek Estates, Phase 1 | Zone 12 – Vista Del Oro |
| Zone 4 – Calle Vista 1 | Zone 13 – Calle Vista 2 |
| Zone 5 – Cherokee Estates, Phase 1 | Zone 14 – Martin Ranch |
| Zone 6 – Sherwood | Zone 15 – Jake Richter Estates |
| Zone 7 – Grayhawk | Zone 16 – Acacia Estates |
| Zone 8 – Cherokee Estates, Phase 2 | Zone 17 – Feather River Bluffs |
| Zone 9 – Linkside | Zone 18 – Ruddy Creek |

**WHEREAS**, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, an Annual Assessment Report (the "Report") for the District in accordance with the 1972 Act; and,

**WHEREAS**, the City Council hereby orders Harris & Associates to prepare and file with the City Clerk, the Report concerning the annual levy and collection of assessments for the District. Said levy and collection shall be for the fiscal year commencing July, 1, 2024 and ending June 30, 2025 in accordance with *Chapter 3, Section 22622* of the 1972 Act. The Report details the improvements, any substantial changes to the improvements, the annual budgets for each Zone and the proposed assessment amounts for each parcel.

**WHEREAS**, there has now been presented to this City Council the Report as required by the 1972 Act; and,

**WHEREAS**, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each of the budget items and documents therein, and is satisfied that the assessment amounts, on a preliminary basis, have been spread to the assessable parcels in accordance with the special benefit received from the improvements and services provided.

**NOW, THEREFORE,** the Oroville City Council does resolve as follows:

**Section 1** That the above recitals are true and correct.

**Section 2** Proposed Improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public rights-of-way or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. The specific improvements within each Zone are detailed in the Report.

**Section 3** Intention: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the 1972 Act, in order to pay for the costs of maintaining and servicing the above referenced improvements. The City Council finds that the public's best interests will be served by such levy and collection.

**Section 4** Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the Districts in accordance with Chapter 3, Section 22626 of the 1972 Act.

**Section 5** Notice: The City Council shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. All interested persons shall be afforded the opportunity to hear and be heard.

**Section 6** Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday August 6, 2024 at 5:00 p.m**. at the City Council Chambers, located at 1735 Montgomery Street, Oroville.

**Section 7** The City Clerk shall certify to the adoption of this Resolution by the City Council and is hereby authorized and directed to give notice of said Public Hearing as provided by the 1972 Act.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on July 16, 2024, by the following vote:

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSTAIN: None

ABSENT: None

David Pittman, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

**CITY OF OROVILLE**
**RESOLUTION NO.**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY**

**WHEREAS,** the notices and hearing for special taxes and assessments to be included on the regular County property tax bill for property owners of the City of Oroville was completed on August 6, 2024; and

**WHEREAS,** the City of Oroville (City) is placing the special taxes and assessments on the Butte County secured property tax roll for collection; and

**WHEREAS,** the City has complied with all laws pertaining to the levy of the special taxes, including Proposition 218, to be collected per Streets and Highway Code section 22501, et seq; and

**WHEREAS,** the special taxes and assessments are being levied without regard to property valuation of the properties involved; and

**WHEREAS,** the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Butte harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any special taxes, assessment, fees or charges placed on the roll for the City by the County; and

**NOW THERFORE BE IT RESOLVED** by the Oroville City Council that the list submitted with parcel numbers and amounts are certified as being correct, the Mayor is hereby authorized to sign any documents required and directed to give the list to the Butte County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Prop 218 or Compliance Certification and Hold Harmless Statement
2. Property Tax Data Bill Form
3. Authority to Approve Direct Assessment Charges
4. Parcel Listing

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on August 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittmann, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

# PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS STATEMENT 2024-2025

The Agency/District of City of Oroville certifies the following:

I have read and am familiar with the requirements of Article XIIIC and XIIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying the **2024-2025** submission to the County-Auditor for inclusion on the Secured Property Tax roll are in compliance with the law.

Article XIII C. Sec. 2 (c) "*Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1997, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).*"

Article XIII D. Sec. 5 *"…this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article."*

Article XIII E. Sec. 6 (d) *"Beginning July 1, 1997, all fees or charges shall comply with this section."*

The Agency/District agrees that it shall be solely liable and responsible, and will defend and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that County may offset the amount of any judgment paid by an indemnified party from any moneys collected by County on Agency/District's behalf, including property taxes, special taxes, fees, or assessments. In addition, the Agency/District shall be solely liable and responsible and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

By: _____City of Oroville_____

ASSESSMENT TITLE: _____ TAXCODE: _____

**PLEASE ONLY CHECK ONE:**

Is This a Compliance Certification_____X_____ OR A Proposition 218 Certification _____?

# CITY OF OROVILLE
# STAFF REPORT

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

**FROM:** **RUTH DUNCAN, ASSISTANT CITY ADMINISTRATOR-ADMINISTRATIVE SERVICES**

**RE:** **ANNUAL ASSESSMENTS FOR THE CITY'S CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICTS, ZONES 2, 3, 5, 7, 10, 12, 14, 15, 17**

**DATE:** **AUGUST 6, 2024**

## SUMMARY

The Council will hold a public hearing and consider approving the Annual Assessment Report and declare its intention to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance Assessment District for Fiscal Year 2024/25.

## DISCUSSION

As a condition of approval for each subdivision identified below, the developer was required to establish or annex into a landscape and lighting maintenance assessment district. Each subdivision represents a Zone within the larger district. Each Zone is financially responsible for the maintenance of the landscaped areas dedicated to the City and for the cost of maintaining the City owned street lights within the individual subdivisions. The particular Zones within the City's Consolidated Landscape and Lighting Maintenance Assessment District ("CLLMAD") are identified below:

| ZONE | ZONE |
|---|---|
| Zone 1 – Grandview Estates | Zone 10 – Foothill Estates |
| Zone 2 – The Buttes | Zone 11 – Mission Olive Ranch |
| Zone 3 – Deer Creek Estates, Phase 1 | Zone 12 – Vista Del Oro |
| Zone 4 – Calle Vista 1 | Zone 13 – Calle Vista 2 |
| Zone 5 – Cherokee Estates, Phase 1 | Zone 14 – Martin Ranch |
| Zone 6 – Sherwood | Zone 15 – Jake Richter Estates |
| Zone 7 – Grayhawk | Zone 16 – Acacia Estates |
| Zone 8 – Cherokee Estates, Phase 2 | Zone 17 – Feather River Bluffs |
| Zone 9 – Linkside | Zone 18 – Ruddy Creek |

Pursuant to the Landscape and Lighting Act of 1972, which authorizes the formation and annual assessment of such districts, an Annual Assessment Report was prepared and filed with the City Clerk prior to the July 16, 2024 City Council meeting. The purpose of the report is to document the annual costs involved in the operation, maintenance and servicing of all improvements, adjust the annual assessments, to incorporate any surplus or deficit from the previous year and to determine the actual annual assessment for each assessable parcel within the CLLMAD.

The City Council will consider the following items for the CLLMAD:

1. Open and conduct a public hearing to receive public comment regarding the CLLMAD and/or the assessments for Fiscal Year 2024/25.

2. After any public comment, close the public hearing.

**FISCAL IMPACT**

Assessments are collected for the City of Oroville by the Butte County Tax Collector to reimburse the City for the costs of operating, maintaining and servicing the landscape and lighting improvements within the CLLMAD.

**RECOMMENDATION**

1. Affirm resolution #9291 adopted by Council on July 16, 2024, affirming the annual assessment report and declaring intent to levy and collect assessments for the Oroville Consolidated Landscape and Lighting Maintenance District for Fiscal Year 2024/25; and

2. Adopt Resolution No. XXXX - RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY.

**ATTACHMENTS**

2024/25 Assessment Summary from the CLLMAD Annual Assessment Report.
Resolution #9291
Proposition 218 Certification

**NOTE:** *In order to reduce copying costs, only the Executive Summary of the Annual Assessment Report is attached to this staff report. The complete Annual Assessment Report for the CLLMAD is available for review in the City Clerk's office.*

**CLLMAD FISCAL YEAR 2024-25 ASSESSMENT SUMMARY**

| Zone Name | Total Assessable Parcels/Units | Total Assessment | Maximum Assessment Rate per Unit | Proposed Assessment Rate per Unit |
|---|---|---|---|---|
| Zone 1 – Grandview Estates | 21 | $2,867.76 | $201.54 | $136.56 |
| Zone 2 – The Buttes | 58 | $7,131.68 | $122.96 | $122.96 |
| Zone 3 – Deer Creek Estates, Phase 1 | 72 | $2,168.64 | $30.12 | $30.12 |
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| Zone 5 – Cherokee Estates, Phase 1 | 12 | $948.96 | $79.08 | $79.08 |
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| Zone 9 – Linkside Place, Phase 1 | 65 | $4,225.00 | $578.69 | $65.00 |
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| Zone 14 – Martin Ranch | 0 | $0.00 | $0.00 | $0.00 |
| Zone 15 – Jake Richter | 8 | $3,004.32 | $375.54 | $375.54 |
| Zone 16 – Feather River Bluffs | 121 | $0.00 | $64.06 | $0.00 |
| Zone 17 – Acacia Estates | 20 | $0.00 | $121.14 | $0.00 |
| Zone 18 – Ruddy Creek | 97 | $0.00 | $161.69 | $0.00 |
| **TOTALS:** | **823** | **$55,533.30** | | |

**CITY OF OROVILLE**
**RESOLUTION NO. 9291**

**A RESOLUTION OF THE CITY COUNCIL INITIATING PROCEEDINGS, PRELIMINARILY APPROVING THE ANNUAL ASSESSMENT REPORT AND DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR THE OROVILLE CONSOLIDATED LANDSCAPE AND LIGHTING MAINTENANCE ASSESSMENT DISTRICT FOR FISCAL YEAR 2024/25**

**WHEREAS,** the Oroville City Council has, by previous resolutions, formed and levied annual assessments for a special maintenance district pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the 1972 Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California (commencing with Section 22500). Said special maintenance district is known and designated as "The Oroville Consolidated Landscape and Lighting Maintenance Assessment District" (the "District"). The District is comprised of several Zones which are identified below:

| ZONE | ZONE |
|---|---|
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| Zone 2 – The Buttes | Zone 11 – Mission Olive Ranch |
| Zone 3 – Deer Creek Estates, Phase 1 | Zone 12 – Vista Del Oro |
| Zone 4 – Calle Vista 1 | Zone 13 – Calle Vista 2 |
| Zone 5 – Cherokee Estates, Phase 1 | Zone 14 – Martin Ranch |
| Zone 6 – Sherwood | Zone 15 – Jake Richter Estates |
| Zone 7 – Grayhawk | Zone 16 – Acacia Estates |
| Zone 8 – Cherokee Estates, Phase 2 | Zone 17 – Feather River Bluffs |
| Zone 9 – Linkside | Zone 18 – Ruddy Creek |

**WHEREAS**, the City Council has retained Harris & Associates for the purpose of assisting with the annual levy of the District and to prepare and file with the City Clerk, an Annual Assessment Report (the "Report") for the District in accordance with the 1972 Act; and,

**WHEREAS**, the City Council hereby orders Harris & Associates to prepare and file with the City Clerk, the Report concerning the annual levy and collection of assessments for the District. Said levy and collection shall be for the fiscal year commencing July, 1, 2024 and ending June 30, 2025 in accordance with *Chapter 3, Section 22622* of the 1972 Act. The Report details the improvements, any substantial changes to the improvements, the annual budgets for each Zone and the proposed assessment amounts for each parcel.

**WHEREAS**, there has now been presented to this City Council the Report as required by the 1972 Act; and,

**WHEREAS**, the City Council has carefully examined and reviewed the Report as presented and is preliminarily satisfied with the District, each of the budget items and documents therein, and is satisfied that the assessment amounts, on a preliminary basis, have been spread to the assessable parcels in accordance with the special benefit received from the improvements and services provided.

**NOW, THEREFORE,** the Oroville City Council does resolve as follows:

**Section 1** That the above recitals are true and correct.

**Section 2** Proposed Improvements: The improvements within the District may include, but are not limited to: turf, shrubs, plants and trees, landscaping, street lighting, irrigation and drainage systems, graffiti removal, pedestrian walkways, landscape lighting, masonry walls, and associated appurtenances within the public rights-of-way or specific easements. Services provided include all necessary service, operations, administration and maintenance required to keep the improvements in a healthy, vigorous and/or satisfactory operating condition. The specific improvements within each Zone are detailed in the Report.

**Section 3** Intention: The City Council hereby declares its intention to seek the annual levy and collection of assessments within the District pursuant to the 1972 Act, in order to pay for the costs of maintaining and servicing the above referenced improvements. The City Council finds that the public's best interests will be served by such levy and collection.

**Section 4** Public Hearing: The City Council hereby declares its intention to conduct a Public Hearing annually concerning the levy of assessments for the Districts in accordance with Chapter 3, Section 22626 of the 1972 Act.

**Section 5** Notice: The City Council shall give notice of the time and place of the Public Hearing to all property owners within the District by causing the publishing of this Resolution once in the local newspaper not less than ten (10) days before the date of the Public Hearing and by posting a copy of this Resolution on the official bulletin board customarily used by the City for the posting of notices. Any interested person may file a written protest with the City Clerk prior to the conclusion of the Public Hearing or, having previously filed a protest, may file a written withdrawal of that protest. A written protest shall state all grounds of objection and a protest by a property owner shall contain a description sufficient to identify the property owned by such property owner. All interested persons shall be afforded the opportunity to hear and be heard.

**Section 6** Notice of Public Hearing: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday August 6, 2024 at 5:00 p.m.** at the City Council Chambers, located at 1735 Montgomery Street, Oroville.

**Section 7** The City Clerk shall certify to the adoption of this Resolution by the City Council and is hereby authorized and directed to give notice of said Public Hearing as provided by the 1972 Act.

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on July 16, 2024, by the following vote:

AYES: Council Member(s) Johnstone, Riggs, Thomson, Goodson, Webber, Vice Mayor Smith, Mayor Pittman

NOES: None

ABSTAIN: None

ABSENT: None

David Pittman, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

**CITY OF OROVILLE**
**RESOLUTION NO.**

**A RESOLUTION OF THE OROVILLE CITY COUNCIL CERTIFYING TO THE COUNTY OF BUTTE THE VALIDITY OF THE LEGAL PROCESS USED TO PLACE DIRECT CHARGES ON THE SECURED TAX ROLL AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSITION 218 CERTIFICATION OF TAX BILL LEVY**

**WHEREAS,** the notices and hearing for special taxes and assessments to be included on the regular County property tax bill for property owners of the City of Oroville was completed on August 6, 2024; and

**WHEREAS,** the City of Oroville (City) is placing the special taxes and assessments on the Butte County secured property tax roll for collection; and

**WHEREAS,** the City has complied with all laws pertaining to the levy of the special taxes, including Proposition 218, to be collected per Streets and Highway Code section 22501, et seq; and

**WHEREAS,** the special taxes and assessments are being levied without regard to property valuation of the properties involved; and

**WHEREAS,** the City agrees that it shall be solely liable and responsible, and will defend and hold the County of Butte harmless from any liability as a result of claims or claims for refunds and related interest due filed by taxpayers against any special taxes, assessment, fees or charges placed on the roll for the City by the County; and

**NOW THERFORE BE IT RESOLVED** by the Oroville City Council that the list submitted with parcel numbers and amounts are certified as being correct, the Mayor is hereby authorized to sign any documents required and directed to give the list to the Butte County Auditor on behalf of the City for placement on the secured tax roll for collection:

1. Prop 218 or Compliance Certification and Hold Harmless Statement
2. Property Tax Data Bill Form
3. Authority to Approve Direct Assessment Charges
4. Parcel Listing

**PASSED AND ADOPTED** by the Oroville City Council at a regular meeting held on August 6, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

David Pittmann, Mayor

APPROVED AS TO FORM:

Scott Huber, City Attorney

ATTEST:

Kayla Reaster, Assistant City Clerk

# PROPOSITION 218 OR COMPLIANCE CERTIFICATION AND HOLD HARMLESS STATEMENT 2024-2025

The Agency/District of City of Oroville certifies the following:

I have read and am familiar with the requirements of Article XIIIC and XIIID of the State Constitution as revised by Proposition 218, including the articles cited below, and believe that all of the taxes, assessments, levies and fees accompanying the **2024-2025** submission to the County-Auditor for inclusion on the Secured Property Tax roll are in compliance with the law.

Article XIII C. Sec. 2 (c) "*Any general tax imposed, extended, or increased, without voter approval, by any local government on or after January 1, 1997, and prior to the effective date of this article, shall continue to be imposed only if approved by a majority vote of the voters voting in an election on the issue of the imposition, which election shall be held within two years of the effective date of this article and in compliance with subdivision (b).*"

Article XIII D. Sec. 5 *"…this article shall become effective the day after the election unless otherwise provided. Beginning July 1, 1997, all existing, new, or increased assessments shall comply with this article."*

Article XIII E. Sec. 6 (d) *"Beginning July 1, 1997, all fees or charges shall comply with this section."*

The Agency/District agrees that it shall be solely liable and responsible, and will defend and hold harmless the County of Butte, the Board of Supervisors, the Auditor-Controller, the Tax Collector, its officers and employees, from litigation over whether the requirements of Proposition 218 were met with respect to such levy (levies).

If any judgment is entered against any indemnified party as a result of not meeting the requirements of Proposition 218 for such special tax(es), fee(s) or assessment(s), the Agency/District agrees that County may offset the amount of any judgment paid by an indemnified party from any moneys collected by County on Agency/District's behalf, including property taxes, special taxes, fees, or assessments. In addition, the Agency/District shall be solely liable and responsible and will defend and hold the County and the County Auditor harmless from any and all legal fees or other costs incurred related to such a claim.

By: _____City of Oroville_____

ASSESSMENT TITLE: _____ TAXCODE: _____

**PLEASE ONLY CHECK ONE:**

Is This a Compliance Certification_____X_____ OR A Proposition 218 Certification _____?

DATE: July 8, 2024
TO: STATE, CITY AND LOCAL OFFICIALS

# NOTICE OF PACIFIC GAS AND ELECTRIC COMPANY'S REQUEST TO CHANGE RATES FOR ITS WILDFIRE RATE RELIEF BOND APPLICATION (A.24-06-013)

**Acronyms you need to know**

**PG&E:** Pacific Gas and Electric Company
**CPUC:** California Public Utilities Commission

**Why am I receiving this notice?**

On June 20, 2024, PG&E filed its Wildfire Rate Relief Bond application with the CPUC.

With the goal of providing a rate credit for customers in the short term, this application seeks to issue bonds for wildfire vegetation management costs that have already been presented and approved by the CPUC through the 2023 General Rate Case. If this application is approved, PG&E will issue up to $2.35 billion in recovery bonds to be paid over 10 years. **There are no new wildfire risk mitigation costs included in this application.**

**Why is PG&E requesting this rate change?**

California law authorizes PG&E to issue recovery bonds to fund certain fire risk mitigation and associated financing costs. In the short term, the bonds will reduce rate impacts for vegetation management costs that customers would have otherwise experienced as a result of the 2023 General Rate Case.

**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. Detailed rate impact information is being sent directly to customers in a bill insert.

The bill for a typical residential customer using 500 kWh per month would decrease from $226.05 to $210.30 or 7% in the first 12 months. That would be followed by an increase to $228.44 or 1% compared to current bills until the bond is repaid (approximately 9 years after that).

Direct Access (DA) and Community Choice Aggregation (CCA) customers receive electric transmission and distribution services and select Commission-ordered services from PG&E. On average, if this application is approved, rates for services provided by PG&E to these customers would decrease by 13% in the first 12 months. That would be followed by an increase of 2% compared to current rates until the bond is repaid (approximately 9 years after that). 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 other 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 decrease of 7% in the first 12 months. That would be followed by a decrease of 1% compared to current rates until the bond is repaid (approximately 9 years after that).

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
Wildfire Rate Relief Bond Application (A.24-06-013)
P.O. Box 1018
Oakland, CA 94604-1018

**CONTACT CPUC**

Please visit **apps.cpuc.ca.gov/c/A2406013** 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 **PG&E's Wildfire Rate Relief Bond Application A.24-06-013** in any communications you have with the CPUC regarding this matter.