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

June 04, 2024
REGULAR MEETING
CLOSED SESSION 4:00 PM
OPEN SESSION 4:30 PM
AGENDA

PUBLIC ACCESS AND PARTICIPATION

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

To Observe the Meeting:

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

To Provide Comment to the Council:

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

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

CALL TO ORDER / ROLL CALL

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

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. **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

2. **Conference with Legal Counsel – Significant exposure to litigation pursuant to § 54956.9(b)**: (1 Case)

OPEN SESSION

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

PRESENTATIONS AND PROCLAMATIONS

1. HMONG AMERICAN VETERANS & MEMORIAL DAY

The Oroville City Council may consider adopting Resolution No. 9258 in recognition of Hmong American Veterans and Memorial Day.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9258 AND AUTHORIZE THE MAYOR TO SIGN.

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 – 4** 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. **AMENDMENT TO THE CONTRACT WITH ROBERT T. MARCINIAK (MARCINIAK CONSULTING SERVICES) FOR SUPPLEMENTAL BENEFITS FUND ADMINISTRATION**

   The City Council will consider an amendment to the contract with Robert T. Marciniak (Marciniak Consulting Services) for services related to the administration of the Supplemental Benefits Fund.

   ACTION REQUESTED -

   APPROVE THE AMENDMENT TO CONTRACT NO. 3242-2; AND

   AUTHORIZE THE MAYOR TO SIGN.

2. **AUTHORIZATION TO INCREASE FUNDS TO PURCHASE TOOLS SETS FOR THE MECHANIC SHOP**

   Staff is seeking Council approval to increase financial authority needed for the purchase of two comprehensive, professional tools from Snap on tools for maintaining the City's vehicles and machinery, supporting the diagnosing and repairing City-owned assets.

   ACTION REQUESTED -

   AUTHORIZATION TO INCREASE FUNDING TO $80,000 FOR THE PURCHASE OF TWO MECHANIC TOOL SET.

3. **FORECLOSURE OF 2170 MITCHELL AVENUE**

   The City Council may consider initiating foreclosure proceedings related to the City of Oroville’s interest in the Deed of Trust against the property located at 2170 Mitchell Ave., Oroville (APN 012-253-018).

   ACTION REQUESTED -

   ADOPT RESOLUTION NO. 9260 -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 2170 MITCHELL AVE., OROVILLE (APN 012-253-018)

4. **RESOLUTIONS PERTAINING TO THE NOVEMBER 5, 2024 GENERAL ELECTION**

   The Council may consider adopting Resolution No. 9262 and 9263 pertaining to the November 5, 204 General Election.

   ACTION REQUESTED -

   ADOPT RESOLUTIONS NO. 9262 AND 9263 AND AUTHORIZE THE MAYOR TO SIGN.

REGULAR BUSINESS

5. EMPLOYMENT CONTRACT WITH ALSSYA STUTZ FOR POSITION OF ASSISTANT DIRECTOR, PUBLIC WORKS

The Council will consider entering into an employment contract between the City of Oroville and Alyssa Stutz for the position of Assistant Director, Public Works.

ACTION REQUESTED -

ADOPT RESOLUTION NO. 9265 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ.

6. APPROVAL OF UPDATED SALARY TABLES FOR ASSISTANT POLICE CHIEF AND POLICE CHIEF AND APPROVAL OF CONTRACT AMENDMENTS FOR ALL CONTRACTED STAFF

The City Council is requested to adopt the resolutions necessary to approve the amendments to contracted staff contracts and to approve a new salary table for the Assistant Chief of Police and Police Chief.

ACTION REQUESTED –

APPROVE THE ATTACHED RESOLUTIONS

7. CONVENTION CENTER PROJECT UPDATE AND POTENTIAL ADDITIONAL CONSTUCTION OPPORTUNITIES DUE TO SIGNIFICANT PROJECT COST SAVINGS

Staff will provide an update on the construction progress for the work being performed at the Oroville Convention Center and discuss the possibility of additional work made possible due to project savings.

ACTION REQUESTED -

Direct staff to execute a change order with Experts in the Home to remodel two additional bathrooms and the ticket booth.

8. HOUSING PROGRAM FUND LOAN FOR LINCOLN STREET APARTMENT PROJECTS

Council will consider approving a Housing Program Fund loan to The Richman Group of California for the development of the Lincoln Street Apartment Projects.

ACTION REQUESTED -

ADOPT RESOLUTION NO.9261 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF UP TO $750,000.00 WITH THE RICHMAN GROUP OF CALIFORNIA FOR THE DEVELOPMENT OF LINCOLN STREET PHASE 1 AND PHASE 2 PROJECT.

9. **MASTER FEE SCHEDULE UPDATE**

Staff recommends the City Council adopt the attached resolution updating and establishing user and regulatory fees.

ACTION REQUESTED -

ADOPT RESOLUTION ADJUSTING AND ESTABLISHING USER AND REGULATORY FEES.

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

10. 5:15 PM EDWARDS MINI STORAGE PROJECT AT 2560 FEATHER RIVER BOULEVARD, ZONING AMENDMENT ZC 24-01 – ESTABLISHMENT OF A MINI-STORAGE OVERLAY (MS-O) DISTRICT.

The Council will review and consider approving Zoning Code Amendment ZC 24-01 for the establishment of a Mini-Storage Overlay (MS-O) District for the property located at 2560 Feather River Boulevard.

ACTION(S) REQUESTED -

1. ADOPT THE NOTICE OF EXEMPTION AS THE APPROPRIATE LEVEL OF ENVIRONMENTAL REVIEW FOR THIS PROJECT.
2. WAIVE THE SECOND READING AND INTRODUCE BY TITLE ONLY, ORDINANCE NO. 1881 -- AN ORDINANCE OF THE CITY OF OROVILLE CITY COUNCIL APPROVING ZONING CODE AMENDMENT ZC 24-01 ESTABLISHING A MINI-STORAGE OVERLAY (MS-O) DISTRICT ON APPROXIMATELY 3.46 ACRES OF LAND LOCATED AT 2560 FEATHER RIVER BOULEVARD.

11. 5:20PM - APPROPRIATIONS LIMIT ADOPTION FOR FISCAL YEARS 2023-24 AND 2024-25

The Council will conduct a public hearing and may consider the adoption of the fiscal year 2023-24 Appropriations Limit as restated and the 2024-25 Appropriations Limit adoption.

ACTION REQUESTED –

ADOPT RESOLUTION NO. 9264 - A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2023-24 AS RESTATED AND THE 2024-25 APPROPRIATIONS LIMIT.

12. 5:20PM - 2024-25 PRELIMINARY BUDGET

The Council will receive the fiscal year 2024 25 Preliminary Budget for review during this public hearing.

ACTION REQUESTED -

RECEIVE THE 2024-25 PRELIMINARY BUDGET AND PROVIDE DIRECTION.

13. 5:30PM - PUBLIC HEARING REGARDING WASTEWATER RATE STUDY FINDINGS AND PROPOSED RATE INCREASES

The Council will receive the findings of the Bartle Wells and Associates Wastewater

Rate Study for the City of Oroville and consider the implementation of the Wastewater

Rate Study recommendations regarding wastewater rate increases.

ACTION REQUESTED -

ADOPT THE PROPOSED WASTEWATER RATE INCREASES IDENTIFIED IN THE BARTLE WELLS AND ASSOCIATES WASTEWATER RATE INCREASE STUDY FOR THE CITY.

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

ADJOURN THE MEETING

The meeting will be adjourned. A regular meeting of the Oroville City Council will be held on June 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 Resolution No. 9258
HMONG AMERICAN VETERANS & MEMORIAL DAY

WHEREAS, beginning in 1961, the United States Central Intelligence Agency recruited thousands of Hmong to fight against Communist Pathet Lao and North Vietnamese Army regulars in Laos. During the Vietnam War, from 1961 to 1975, Hmong soldiers played a crucial role in aiding the United States military effort, serving alongside American soldiers, and providing vital intelligence, communication, and combat support; and

WHEREAS, Hmong soldiers demonstrated remarkable bravery and dedication, risking their lives to defend democracy and freedom, and many made the ultimate sacrifice in service to our country; and

WHEREAS, although Hmong soldiers died at 10 times the rate of American soldiers in the Vietnam War, due to the covert nature of America's war effort in Laos, the sacrifices and service of the Hmong and Lao veterans are still largely untold; and

WHEREAS, thousands of Hmong soldiers' families were evacuated to a United States airbase in Thailand in order to escape vengeance by communists of Laos and Vietnam, and after the conclusion of the war thousands of Hmong soldiers were victims of retribution and atrocities by Pathet Lao and North Vietnamese, causing hundreds of thousands of Hmong to flee to neighboring Thailand as refugees; and

WHEREAS, approximately 50,000 Hmong veterans reside in the United States and 150,000 Hmong and Laotian-born children have graduated from United States schools. However, little is known or taught about the Hmong history or their honorable service and contributions to the United States; and

WHEREAS, the City of Oroville expresses its gratitude to the Hmong American community for their immeasurable contribution and encourages all residents to take a moment to remember and honor the Hmong soldiers and veterans who have given their lives in service to our country so that their sacrifices are never forgotten.

NOW THEREFORE, the City of Oroville, hereby recognizes May 15, 2024, as Hmong American Veterans Memorial Day, a special time to promote, publicize, and increase awareness of the importance of the Hmong in United States history, and to commemorate and reaffirm our commitment to respect and honor these men, women, and children who served the United States with loyalty and bravery

PASSED AND ADOPTED this 4th day of June, 2024 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

_____ _____

Kayla Reaster, Assistant City Clerk David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **AMENDMENT TO THE CONTRACT WITH ROBERT T. MARCINIAK (MARCINIAK CONSULTING SERVICES) FOR SUPPLEMENTAL BENEFITS FUND ADMINISTRATION**

DATE: **JUNE 4, 2024**

SUMMARY

The City Council will consider an amendment to the contract with Robert T. Marciniak (Marciniak Consulting Services) for services related to the administration of the Supplemental Benefits Fund.

DISCUSSION

On March 15, 2022, the City entered into an agreement with Mr. Marciniak, to provide administrative services needed for the Supplemental Benefits Fund (SBF). Under that agreement, Mr. Marciniak provides up to 10 hours per month preparing all the necessary agendas, communication with partners, facilitating the SBF meetings, updating and monitoring the agreements, preparing notices of funding releases and updating all necessary records. For these services, Mr. Marciniak is compensated at $80.00 per hour, $800.00 per month, for a minimum of 10 hours per month. This agreement is set to expire on June 30, 2024.

Mr. Marciniak is well versed with the SBF and is well suited to continue in this role. The new agreement maintains the same rate of pay of $80.00 per hour, $800.00 per month, for a minimum of 10 hours per month. Any time needed beyond that would need to be pre-authorized and would be at the rate of $65.00 per hour. This amendment would extend this term through May 15, 2026.

FISCAL IMPACT

Funding is available.

RECOMMENDATION

Approve the amendment to contract No. 3242-2; and
Authorize the Mayor to sign.

ATTACHMENTS

A. Contract No. 3242-2
B. Staff Report from SBF Meeting
C. Amendment to Professional Services Agreement No. 3242-2
D. Resolution 9259

OROVILLE CITY COUNCIL
RESOLUTION NO. 9038

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

Agreement No. 3242-2

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

1. The Mayor is hereby authorized and directed to execute a professional services agreement between the City of Oroville and Marciniak Consulting Services. A copy is attached hereto as Exhibit "A".

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

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

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

NOES: None

ABSTAIN: None

ABSENT: None

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

AGREEMENT FOR CONSULTING SERVICES FOR THE SUPPLEMENTAL BENNEFIT FUND

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

AGREEMENT

1. Scope of Services. The Consultant shall furnish the following services in a professional manner:

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

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

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

14. Compensation. Compensation to be paid to Consultant shall be in accordance with the Schedule of Charges set forth in Exhibit B, which is attached hereto and incorporated herein by reference. Payment by City under this Agreement shall not be deemed a waiver of defects in Consultant's services, even if such defects were known to the City at the time of payment.

15. Method of Payment. Consultant shall submit monthly billings to City describing the work performed during the preceding month. Consultant's bills shall include a brief description of the number of clients serviced, the date the services were performed. City shall pay Consultant no later than 30 days after approval of the monthly invoice by City staff.

16. Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City.

17. Termination. This Agreement may be terminated by the City immediately for cause or by either party without cause upon fifteen days written notice of termination. Upon termination, Consultant shall be entitled to compensation for services properly performed up to the effective date of termination.

18. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working

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

X Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in documents or works of authorship fixed in any tangible medium of expression, including but not limited to, data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (Documents and Data). Consultant shall require all subcontractors to agree in writing that City is granted a nonexclusive and perpetual license for any Documents and Data

- the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents and Data. Consultant makes no such representation and warranty in regard to Documents and Data which may be provided to Consultant by City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

X Confidentiality. All ideas, memoranda, specifications, plans, procedures,

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

8. Consultant's Books and Records.

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

b. Consultant shall maintain all documents and records which demonstrate

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

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Administrator, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when its practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above named officers, require that custody of the records be given to the City and that the records and documents be maintained by City Hall.

9. Independent Contractor. It is understood that Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the City. Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

10. Interest of Consultant. Consultant (including principals, associates, and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

11. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

12. Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations.

13. Licenses. Consultant represents and warrants to City that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are required by the City for its business.

14. Indemnity. Consultant agrees to defend, indemnify and hold harmless the City, its officers, officials, agents, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all costs and expenses in connection therein), arising from its performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except for any such claim arising from the sole negligence or willful misconduct of the City, its officers, agents, employees or volunteers.

15. Insurance Requirements.

    a. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the Agreement, the insurance coverage and policies as set forth in Exhibit C attached hereto.

16. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall

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

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

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

17. Entire Agreement. This Agreement constitutes the complete and exclusive statement of Agreement between the City and Consultant. All prior written and oral communications, including correspondence, drafts, memoranda, and representations are superseded in total by this Agreement.

18. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

19. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express prior written consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of the subcontractor. Nothing in

this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

20. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

21. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Butte.

23. Litigation Expenses and Attorney's Fees. If either party to this Agreement commences any legal action against the other part arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

24. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and shall divide the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to American Arbitration Association (AAA) or its successor in

interest. AAA shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by AAA and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

25. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

26. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

27. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the

term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising there from.

28. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, disability, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

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

CITY OF OROVILLE

By: _____
Chuck Reynolds, Mayor

OROVILLE RESUCE MISSION

By: _____
Robert Marciniak, Owner

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

ATTEST:

By: _____
Jackie Glover, Assistant City Clerk

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

EXHIBIT A: SCOPE OF SERVICES

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

EXHIBIT B: SCHEDULE OF CHARGES

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

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

EXHIBIT C: INSUREANCE REQUIREMENTS

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

BUSINESS LICENSE

CITY OF OROVILLE, CALIFORNIA

COPY

BUSINESS LICENSE NUMBER: 10002446

EFFECTIVE DATE:
01/01/2022

EXPIRATION DATE:
12/31/2022

MARCINIAK CONSULTING SERVICES
242 COTTAGE CREEK DRIVE

OROVILLE, CA 95966

BUSINESS LOCATION:
242 COTTAGE CREEK DR
OROVILLE, CA 95966

NAME OF BUSINESS:
MARCINIAK CONSULTING SERVICES

BUSINESS TYPE:
MOBILE SERVICES

OWNER:
BOB MARCINIAK

OWNERSHIP TYPE:
SOLE PROPRIETOR

RESALE ID
NO RETAIL

SPECIAL CONDITIONS:

NOT TRANSFERABLE
THIS LICENSE EXPIRES AS SPECIFIED ABOVE

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

THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
	E-MAIL ADDRESS: customerservice@biBERK.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Liability & Fire Insurance Company	20052
INSURED Robert Marciniak 242 Cottage Creek Drive Oroville, CA 95966	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL515983	03/18/2022	03/18/2023	Per Occurrence/ Aggregate	$1,000,000/ $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Robert T Marciniak
242 Cottage Creek Drive
Oroville, CA 95966

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SUPPLEMENTAL BENEFITS FUND STEERING COMMITTEE
STAFF REPORT

TO: SBF CHAIRPERSON & COMMITTEE MEMBERS

FROM: BRIAN RING, SBF FUND ADMISTRATOR

RE: **AMENDMENT TO CONTRACT WITH ROBERT T. MARCINIAK FOR SBF FACILITATION**

DATE: April 24, 2024

SUMMARY

The Committee will consider an amendment with Robert T. Marciniak (Marciniak Consulting Services) for services related to the facilitation of the Supplemental Benefits Fund.

DISCUSSION

Mr. Marciniak, the retired SBF Program Specialist, has currently provided facilitation services to the SBF since March 15, 2022. He maintains a license with the City of Oroville and Professional Liability Insurance. The current agreement expires on June 30, 2024 however an amendment to his fee schedule and the maturity of the agreement is being requested, as follows:

- $800.00 per month (minimum of ten hours per month)
- If the FERC license for Oroville Project #2100 is approved during the tenure of this contract amendment, it is understood that additional time will be required to facilitate the SBF, potential NOFA's, workshops and follow-up on approved projects. Time beyond the base ten hours per month is authorized by the Fund Administrator and will be submitted at $65.00 per hour with a monthly cap of twenty (20) additional hours. Anything required above that must be approved by either the SBF Chairperson or the Fund Administrator.
- Section 13 of the Agreement shall be amended to read: The term of this Agreement will begin on May 15, 2024, and shall terminate on May 15, 2026.

FISCAL IMPACT

Funds are available to cover the amendment terms.

RECOMMENDATION

1. Approve Amendment #3242-2
2. Provide direction to staff

ATTACHMENTS

1. MCS Business License
2. MCS Certificate of Liability Insurance
3. Amendment #3242-2

BUSINESS LICENSE

CITY OF OROVILLE, CALIFORNIA

BUSINESS LICENSE NUMBER: 10002446

EFFECTIVE DATE:
01/01/2024

EXPIRATION DATE:
12/31/2024

MARCINIAK CONSULTING SERVICES
242 COTTAGE CREEK DRIVE

OROVILLE, CA 95966

BUSINESS LOCATION:
242 COTTAGE CREEK DR
OROVILLE, CA 95966

NAME OF BUSINESS:
MARCINIAK CONSULTING SERVICES

BUSINESS TYPE:
MOBILE SERVICES

OWNER:
BOB MARCINIAK

OWNERSHIP TYPE:
SOLE PROPRIETOR

RESALE ID
NO RETAIL

SPECIAL CONDITIONS:

NOT TRANSFERABLE
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CERTIFICATE OF LIABILITY INSURANCE

DATE 03/15/

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BIBERK P.O. Box 113247 Stamford, CT 06911	PHONE (A/C, No, Ext): 844-472-0967	FAX (A/C, No): 203-654-3613
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	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National Liability & Fire Insurance Company	20052
INSURED Robert Marciniak 242 Cottage Creek Drive Oroville, CA 95966	INSURER B :	
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	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
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	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
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								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability (Errors & Omissions): Claims-Made			N9PL878174	03/18/2023	03/18/2024	Per Occurrence/ Aggregate	$1,000,000/ $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Robert Marciniak
242 Cottage Creek Drive
Oroville, CA 95966

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AMENDMENT TO AGREEMENT NO. 3242-2 BETWEEN THE CITY OF OROVILLE AND ROBERT T. MARCINIAK FOR CONSULTING SERVICES FOR THE SUPPLEMENTAL BENEFITS FUND.

This First Amendment dated May 15, 2024, is to Agreement No. 3242-2 between the City of Oroville ("City") as the Supplemental Benefits Fund Administrator and Robert T. Marciniak (Consultant)

In consideration of the terms and conditions herein, the City and Consultant agree that Agreement No. 3242-2 shall be amended as follows:

1. Section 13 of the Agreement shall be amended to read: The term of this Agreement will begin on May 15, 2024 and shall terminate on May 15, 2026.
2. The term or any other conditions may be amended only in writing by City and Grantee with the approval of the Supplemental Benefits Fund Steering Committee.
3. Section 14 of the Agreement shall be amended to include the new compensation schedule for the contract period (Exhibit B-1) :
4. Section 15 of the Agreement shall be amended to method of payment will be monthly, or upon completion of the agreed upon minimum monthly hours.
5. Conflicts between the Agreement and the First Amendment shall be controlled by this First Amendment. All other provisions within Agreement No. 3242-2 shall remain in full force and effect.

CITY OF OROVILLE

By: _____
David Pittman, Mayor

By: _____
David Pittman, SBF Chairperson

Marciniak Consulting Services

By: _____
Robert T. Marciniak, Owner

By: _____

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

ATTEST:

By: _____
Kayla Reaster, Assistant City Clerk

Exhibit B-1 Schedule of Charges (May 15, 2024-May 15, 2026)

Base monthly compensation:

- $800.00 per month (minimum of ten hours per month)

- If the FERC license for Oroville Project #2100 is approved during the tenure of this contract amendment, it is understood that additional time will be required to facilitate the SBF, potential NOFA's, workshops and follow-up on approved projects. Time beyond the base ten hours per month is authorized by the Fund Administrator and will be submitted at $65.00 per hour with a monthly cap of twenty (20) additional hours. Anything required above that must be approved by either the SBF Chairperson or the Fund Administrator.

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CITY OF OROVILLE

By: _____
David Pittman, Mayor

By: _____
David Pittman, SBF Chairperson

Marciniak Consulting Services

By: _____
Robert T. Marciniak, Owner

By:_____

APPROVED AS TO FORM:

By: _____
Scott E. Huber, City Attorney

ATTEST:

By: _____
Kayla Reaster, Assistant City Clerk

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CITY OF OROVILLE
RESOLUTION NO. 9259

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO CONTRACT NO. 3242-2 BETWEEN THE CITY OF OROVILLE AND MARCINIAK CONSULTING SERVICES

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

1. The Mayor is hereby authorized and directed to execute an amendment to contract No. 3242-2 between the City of Oroville and Marciniak Consulting Services. Copy hereby attached.
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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: **FRED MAYO – DIRECTOR OF PUBLIC WORKS**

RE: **AUTHORIZATION TO INCREASE FUNDS TO PURCHASE TOOLS SETS FOR THE MECHANIC SHOP**

DATE: **JUNE 4, 2024**

SUMMARY

Staff is seeking Council approval to increase financial authority needed for the purchase of two comprehensive, professional tools from Snap on tools for maintaining the City's vehicles and machinery, supporting the diagnosing and repairing City-owned assets.

DISCUSSION

The City's mechanic shop previously required mechanics to provide their own tool kits. However, as vehicle systems become increasingly complex and competitive, there is a recognized need for the City to purchase and standardize our mechanical tool sets. On February 6th, the Public Works Director requested $50,000 from the council to purchase two complete tool sets. After review, the initial cost estimate and proper sizing of the tool kits were inadequate, resulting in a higher cost than originally anticipated.

Staff is requesting additional funding in the amount of $30,000 to complete the purchase of the two tool sets, bringing the total cost of the two sets to $80,000. Staff will be purchasing the tools from Snap-on Tools, a Sourcewell vendor known for providing high-quality industrial tools, most with a lifetime warranty, and strong customer support.

FISCAL IMPACT

The cost of tool sets is $80,000.00 and was not included in this year's budget; however, funds are available in accounts 10011909 other supplies and 4004000 other supplies.

RECOMMENDATION

Authorization to increase funding to $80,000 for the purchase of two mechanic tool set.

Quote

Submit to
Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014
877-740-1900

Quote Number IMP-001299572
Quote Date 5/29/2024
Quote Expiration Date 7/28/2024
Customer Name OROVILLE, CITY OF MECHANICS SHOP
Customer BP 201513726
Contact Information:
Name Fred Mayo
E-mail fmayo@cityoforoville.org
Phone Number 916 705 8007
Sales Rep KERR, PHILIP
Mobile #
E-mail Address Philip.A.Kerr@snapon.com

Ship Via 1 - UPS GROUND
Payment Terms P30 - NET 30 DAYS
Ship to 201513726
OROVILLE, CITY OF MECHANICS SHOP
1275 MITCHELL AVE
OROVILLE CA 95965
Bill to 201513725
OROVILLE, CITY OF
1735 MONTGOMERY STREET
OROVILLE CA 95965

Line Number	Part Number	Description	Quantity	List Price	Unit Net Price	Line Total
1	KERN681A0PBO	1BK 68IN RC RED	2	$15,215.00	$8,349.99	$16,699.98
2	KWSP3068DST	68X30IN EPIQ SST LED POWERTOP	2	$2,130.00	$1,416.24	$2,832.48
3	195GSS02FG	1/4DR 95PC S/G GSS FSET GRN	2	$3,108.00	$1,705.67	$3,411.34
4	2101GSS02FG	3/8DR 101PC S/G GSS FSET GRN	2	$4,246.00	$2,330.20	$4,660.40
5	325IMM	25PC 1/2 MET SH IMP SOCKT SET	2	$877.00	$481.30	$962.60
6	320IM	20PC 1/2 SAE SH IMP SOCKT SET	2	$791.00	$434.10	$868.20
7	320SIM	1/2DR 20PC 6PT DP IMP SKTSET	2	$1,075.00	$589.96	$1,179.92
8	325SIMM	25PC 6PT DP IMP SKTSET	2	$1,201.00	$659.11	$1,318.22
9	SHLF80AG	1/2DR 80T LNG S/G FLX RAT GRN	2	$272.00	$149.27	$298.54
10	SHF80AG	1/2DR 80T STD S/G FLX RAT GRN	2	$256.00	$140.49	$280.98
11	SH80AG	1/2DR 80T STD S/G RAT GRN	2	$216.00	$118.54	$237.08
12	SHL80AG	1/2DR 80T LNG S/G RAT GRN	2	$234.50	$128.69	$257.38
13	SHBB24G	1/2DR LNG 24IN S/G BRK BAR GRN	2	$188.00	$103.17	$206.34
14	305ASX	5PC 1/2DR EXT SET (2IN-11IN)	2	$245.50	$134.73	$269.46
15	GU8	1/2DR UNIV JNT IND 2-11/16IN	2	$79.00	$43.36	$86.72
16	312IPL	1/2DR 12PC 6PT SHL IMP SWV SET	2	$1,028.00	$564.17	$1,128.34
17	312IPLM	1/2DR 12PC MM SHL IMP SWIV SET	2	$1,006.25	$552.23	$1,104.46
18	206ESSPKPLG2	6PC 3/8DR ESSENTAL SPARKPLUG 2	2	$395.00	$216.78	$433.56
19	SDMEXT19K	19PC 1/4IN HEX ADP/BIT SET	2	$215.50	$118.27	$236.54
20	SOEXFSET1BG	38PC SOEX MASTER FSET BLK/GRN	2	$2,765.50	$1,517.71	$3,035.42
21	RXFMET01FBR	6PCS RXF MET FSET BLK/RED	2	$393.60	$216.01	$432.02
22	XFRM705	5PC MM NON-REV FKEX FAT WR SET	2	$570.00	$312.82	$625.64
23	RXFSAE01FBR	7PCS RXF SAE FSET BLK/RED	2	$486.85	$267.18	$534.36
24	OXISAE01FBR	13PC OXI SAE MIDG FSET BLK/RED	2	$490.45	$269.16	$538.32
25	OXIMET01FBR	14PC OXI MET MIDG FSET BLK/RED	2	$545.20	$299.21	$598.42
26	PW8C	8IN EXT PIPE WR	2	$52.75	$33.96	$67.92
27	PW14C	14IN EXT PIPE WR	2	$76.25	$49.09	$98.18
28	FADH704CG	4 PC ADJ WRENCH SET FDP GREEN	2	$497.00	$330.46	$660.92
29	ADHW702K1F	2PC ADJ WRENCH SET WM	2	$214.50	$117.72	$235.44
30	DBT7	DBL BALL TORX HEX WRENCH SET	2	$79.50	$52.86	$105

31	AWTR8	8PC L/SHP TR TORX WRSET	2	$55.50	$36.90	
32	AWMBPH9	9PC L/SHP MET BHX WRSET	2	$60.50	$40.23	
33	AWBPH13	13PC L/SHP BHX SET	2	$62.25	$41.39	$82.78
34	216FCOM	3/8DR 16PC O/END MET C/FTWRSET	2	$634.25	$348.08	$696.16
35	226FC	3/8DR 26PC O/END C/FTWRSET	2	$1,300.00	$713.44	$1,426.88
36	XFR704	4PC SAE NON-RV FLEX RAT WR SET	2	$412.00	$226.11	$452.22
37	ATECHFSET02G	3PC 14 38 12 ATECH FSET GR	2	$2,250.00	$1,496.03	$2,992.06
38	SGDX160BFG	SCR DR FOAM SET 16PC COMBO GRN	2	$488.85	$268.28	$536.56
39	SGDXL80BG	8PC COMBO CAB S/GR GRN SD SET	2	$244.00	$133.91	$267.82
40	SGLASA604BG	PICK SET,4PC 6IN HD GREEN	2	$87.30	$47.91	$95.82
41	SGSR104AFG	4PC MINI SG SEAL RMVR FSET GRN	2	$88.05	$48.32	$96.64
42	SGASA204CG	MINI PICK SET 4PC GREEN	2	$62.40	$34.25	$68.50
43	PBS704	4PC PRYBR SET (6IN-20IN)	2	$309.00	$169.58	$339.16
44	SPBS704AG	4PC STRIKING PRYBAR SET GREEN	2	$258.50	$141.86	$283.72
45	MPBS703A	3PC STRAIGHT TIP PRYBAR SET	2	$299.00	$164.09	$328.18
46	PL3935CFG	3PC BENT NEEDLE NOSE SET GRN	2	$195.00	$107.02	$214.04
47	LONGNOSE5G	5PC LONG NOSE PLIERS SET GRN	2	$345.00	$189.34	$378.68
48	PL600ES1FG	6PC PLIERS/CUTTERS ES FSET GRN	2	$372.50	$204.43	$408.86
49	AWP404	PLIERS SET	2	$217.25	$119.23	$238.46
50	BSGLP404	4PC SOFT GRIP LKNG PLIER SET	2	$112.00	$74.47	$148.94
51	SRPCR112G	12PC SNAP RING PLIERS SET GRN	2	$526.25	$338.80	$677.60
52	PWC48	QUICK CHANGE RATCHET CRIMPER	2	$156.00	$103.72	$207.44
53	29ACFG	TERM CRIMPER W CUTTER GREEN	2	$74.75	$41.02	$82.04
54	PWCS9ACFG	9IN STRIP/CUTTER/CRIMP GRN	2	$66.25	$36.36	$72.72
55	P87150AG	5IN OVAL CUTTER TRU FLUSH GRN	2	$88.00	$58.51	$117.02
56	PL88145A	7IN TAPER CUTTER SEMI FLUSH	2	$82.00	$45.00	$90.00
57	PWC80A	CUTTER	2	$63.75	$41.04	$82.08
58	PWC6	WIRE CRIMP	2	$27.50	$17.70	$35.40
59	BMPL1000	10PC MINI PLIERS SET	2	$161.00	$107.05	$214.10
60	BDGPL400LMP	4PC LONG REACH MINI PLIERS SET	2	$47.50	$31.58	$63.16
61	BDGPL300HG	3PC EXT REACH HOSE GRIP PLIERS	2	$81.75	$54.36	$108.72
62	PPC01FR	31PC PNCH/CHSL/HMR FSET RED	2	$1,121.99	$615.75	$1,231.50
63	YA879B	HD AUTO CENTER PUNCH	2	$47.25	$31.42	$62.84
64	HBFE6FG	6PC DB/SF HMR MASTER FSET GRN	2	$701.00	$384.71	$769.42
65	HBBD301FR	3PC DB/BP HMR 16 32 56 FST RED	2	$478.00	$262.33	$524.66
66	SGHBF500AFR	4PC FILE SET MIXED FSET RED	2	$206.12	$113.12	$226.24
67	SGFMN106G	6PC GRN MIN FILE SET	2	$115.00	$76.46	$152.92
68	CSA300AG	3PC GRN SCRA SET	2	$135.75	$74.50	$149.00
69	PK500A	3PC PTY KNV/SCR	2	$65.00	$43.22	$86.44
70	PKNC300	3PC STR SCRA SET	2	$168.50	$92.47	$184.94
71	PSN500	5PC N/MAR PRY TOOL SET	2	$58.75	$39.06	$78.12
72	PPK300	3PC NONMARRING MINI PICK SET	2	$24.00	$15.96	$31.92
73	MS400A	4IN MINI ALUM SCRAPER	2	$9.40	$6.25	$12.50
74	MS1300	13IN LNG SCRA	2	$45.50	$29.29	$58.58
75	YA824C	SPARK PLUG BOOT PLIERS	2	$40.00	$26.60	$53.20
76	YA840	SPARK TESTER	2	$30.00	$19.95	$39.90
77	EEDM596FK	ADVANCED DMM COLOR TRMS-APP	2	$770.00	$511.97	$1,023.94
78	EECT200	CORDFREE 12/24 PCKET CIR TSTR	2	$74.00	$49.20	$98.40
79	BTC3A	BATT CLEANER	2	$24.65	$16.39	$32.78
80	TORCH400G	BUTANE GAS TORCH HI GREEN	2	$113.40	$75.40	$150.80
81	YAKS42G	BUTANE SOLDERING IRON KIT GRN	2	$214.10	$142.36	$284.72
82	TZK7	TWEEZER SET7	2	$86.75	$57.68	$115.36
83	SODC1GRN	SOLDERING CLAMP GREEN	2	$111.90	$74.40	$148.80
84	SHCP1B	RATCHETING HOSE CLAMP PLIERS	2	$200.50	$133.31	$266.62
85	SGRHT6BG	6PC GREEN RAD HOUSE PICK SET	2	$233.50	$128.14	$256.28
86	SGAL102BG	2PC XL RADIATOR HOSE PICK SET	2	$154.00	$84.52	$169

87	YA1000A	9-5/8IN MLTI-CTR	2	$74.50	$49.54	
88	TEMP100	POCKET THERM SCRWDRIVER STYLE	2	$68.75	$45.71	[illegible]
89	207FHRM	3/8IN DR 7PC METRIC HEX SKTS	2	$187.00	$102.63	$205.26
90	PR215	15IN RET RING PLIERS SET	2	$311.00	$206.78	$413.56
91	SRP400B	4PC SNAP RING PLIER SET	2	$329.00	$180.56	$361.12
92	TPGDL2000GRN	DIGITAL TIRE INFLATOR GREEN	2	$238.50	$158.58	$317.16
93	TDG1	TREAD DEPTH GAUGE	2	$9.55	$6.35	$12.70
94	305TSKTA	5PC TRQ EXT SET	2	$285.00	$156.41	$312.82
95	LSR1500	LUGNUT SOCKET SET	2	$287.25	$190.99	$381.98
96	SRT1	HEAVY DUTY TRUCK SEAL REM TOOL	2	$200.50	$133.31	$266.62
97	THX393	UNIV. THRTL PEDAL DEPRESSOR	2	$55.25	$46.65	$93.30
98	LCSS600	LINE CLAMP AND STOPPER SET	2	$152.00	$101.06	$202.12
99	LDT40	MASTER PLUS DISCONNECT	2	$368.00	$244.68	$489.36
100	YA13120	CONNECTOR SEPARATOR	2	$24.40	$16.22	$32.44
101	LIL35070	BUTTON CONNECTOR PLIERS	2	$127.50	$107.66	$215.32
102	YA1175KIT	15FT RETRACTABLE TEST LEAD SET	2	$91.00	$60.51	$121.02
103	MTTL800	TEST LEAD KIT DELUXE MODULAR	2	$230.00	$152.93	$305.86
104	PT350G	1/2" STUBBY AIR IMPACT WR. GRN	2	$564.38	$363.35	$726.70
105	UTK100	RTRC UTIL KNF	2	$32.50	$21.61	$43.22
106	912AEP	PIST GRP-STK	2	$87.50	$48.02	$96.04
107	612AEP	PG STK GRIPR	2	$93.75	$51.45	$102.90
108	BTWSMPK	7PC BIT MINI RAT HND SET	2	$90.00	$59.84	$119.68
109	SDML19KT	POWER SCREWDRIVER LONG BIT SET	2	$174.50	$95.77	$191.54
110	BLPTHC87	87PC TORX HX BIT DR SET	2	$540.00	$359.05	$718.10
111	210FRHMA	3/8DR 10PC FLRNT MET C/FTWRSET	2	$280.50	$153.94	$307.88
112	207SFRH	3/8DR 7PC FLRNT C/FTWRSET	2	$215.75	$118.40	$236.80
113	315AN	1/2DR 15PC FLRNT DP C/FTWRSET	2	$1,227.50	$673.65	$1,347.30
114	BOERMFLCG712	12PC LCK FLXHD MET RAT BXWRSET	2	$800.00	$531.92	$1,063.84
115	BOERFLCG708	8PC LOCK FLXHD RAT BXWRSET	2	$600.00	$398.94	$797.88
116	BOERMSF712	12PC MIDG FLX MET RAT COMWRSET	2	$427.00	$283.91	$567.82
117	BOERSF708	8PC MIDG FLXHD RAT COMWRSET	2	$286.00	$190.16	$380.32
118	FHBB12AG	3/8DR LNG 13IN S/G BRK BAR GRN	2	$102.50	$56.25	$112.50
119	KADM21X73GN	21X7IN MAGNET PARTS TRAY GREEN	2	$62.25	$41.39	$82.78
120	OTC7424	BELT HOLDER	2	$40.50	$34.20	$68.40
121	LIL59000	RATCHETING SERPENTINE BELT TL	2	$93.00	$78.53	$157.06
122	ASG103BG	3PC GREEN TRIMPAD TOOL SET	2	$131.25	$72.03	$144.06
123	HRR118	11PC TRIM TOOL SET	2	$43.50	$36.73	$73.46
124	CAL6EA	6IN ELECTRONIC DIGITAL CALIPER	2	$300.00	$199.47	$398.94
125	TL900L	9IN ALUM LGHTD LVL	2	$48.00	$31.92	$63.84
126	FBST338	STRAIGHT 38 BLADE SET	2	$37.00	$24.60	$49.20
Notes: Superseded item FB310B						
127	TPMB25GRN	25FT TAPE MEASURE SAE GRN	2	$48.50	$32.25	$64.50
128	FBP2GRN	RAMP GAUGE W/GREEN HANDLE	2	$13.45	$8.94	$17.88
129	UPT35G	5LB MAGNETIC PICKUP TOOL GREEN	2	$28.00	$18.62	$37.24
130	UPTC16LT	LIGHTED FLEX PICK UP CLAW	2	$27.50	$18.28	$36.56
131	DPTM24A	24IN FLEXIBLE MAGNETIC PU TOOL	2	$50.00	$33.25	$66.50
132	UIM225GR	2-1/4IN DI MIRROR GREEN	2	$27.50	$18.28	$36.56
133	BTG9	COMBO BRAKE LINING GAUGE SET	2	$28.75	$19.12	$38.24
134	BTGHD9	HEAVY DUTY BRAKE LINING GAUGE	2	$78.50	$52.19	$104.38
135	LN47ACFG	9IN LONG NSE SLP JNT PLIERS GR	2	$68.25	$37.46	$74.92
136	LN46ACFG	7IN LNGNOSE SLP JNT PLIERS GRN	2	$61.00	$33.48	$66.96

Total Weight	3,369.50 lbs
Sub Total	$72,888.98
Shipping	$0.00
Tax	$6,013.34

Grand Total	$78,902.32

Tax and freight shown are estimates.
Applicable tax and freight will be charged to the Customer's account.
The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms, which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.
The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.
*Please provide vendor and pricing information to customer service on this part number.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND CITY COUNCIL**

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

RE: **FORECLOSURE OF 2170 MITCHELL AVENUE**

DATE: **JUNE 4, 2024**

SUMMARY

The City Council may consider initiating foreclosure proceedings related to the City of Oroville's interest in the Deed of Trust against the property located at 2170 Mitchell Ave., Oroville (APN 012-253-018).

DISCUSSION

Staff is requesting authorization from the Council to initiate foreclosure on the property located at 2170 Mitchell Ave. The current property owner obtained a mortgage subsidy loan through the City's Homeownership Assistance Program in the amount of $87,900.

The borrower is in default on their first mortgage, Sailfish Servicing, LLC, c/o First American Title Insurance Company which holds the first lien position. The approximate amount to cure the default and to secure the City's lien positions would be $128,134.23. Comparable properties show the value of 2170 Mitchell Ave, to be approximately $213,063.00.

Additionally, this home has had several Code Enforcement issues that have not been resolved and have taken a considerable amount of City's resources.

Address	Amount Due to Primary Lender	Amount of City Loan	Total Loans	Value Based on Comparable
2170 Mitchell Avenue	$128,134.23 through 05/29/2024	$94,329.95 through 05/29/2024	$222,464.18 (approx.)	$213,063.00

If the City Council authorizes staff to secure the City's interest in this property, staff is proposing that the property be resold on the open market to recoup homebuyer loan costs. Staff has not gained access to the interior of the home to determine what, if any, repairs are needed. Staff will bring these items back to Council if repairs in excess of normal wear and tear maintenance are required.

FISCAL IMPACT

There is no general fund impact. Approximately $5,000 will be needed to cure the default, including foreclosure fees from Fund 220 (HSG PRG) or Fund 225 (CITY RLF).

RECOMMENDATION

Adopt Resolution No. 9260 -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 2170 MITCHELL AVE., OROVILLE (APN 012-253-018)

ATTACHMENTS

Resolution 9260

CITY OF OROVILLE
RESOLUTION NO. 9260

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 2170 MITCHELL AVE., OROVILLE (APN 012-253-018)

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

1. The Mayor is hereby authorized and directed to execute all documents and any amendments thereto necessary to initiate and complete foreclosure proceedings on 2170 Mitchell Ave., Oroville CA, (APN 012-253-018) Oroville, California; and

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on June 4, 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 COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **NOVEMBER 5, 2024 GENERAL MUNICIPAL ELECTION RESOLUTION RELATING TO CITY CHARTER AMENDMENTS AND RESOLUTION REQUESTING CONSOLIDATING WITH THE STATEWIDE GENERAL ELECTION**

DATE: **JUNE 4, 2024**

SUMMARY

The City Council is requested to adopt the resolutions necessary to call a special election and place ballot measures before the voters regarding proposed amendments to the City Charter and to request to consolidate that election with the 2024 General Statewide Election that is conducted by Butte County Elections Department.

DISCUSSION

The Council directed staff to work with Council Member Goodson and Council Member Thomson to review the City Charter and recommend changes to the document to address outdated language, update incorrect language and recommend changes to other sections of the Charter. Initial recommended changes were presented to the Council on March 5, 2024.

Following Council direction, staff brought back additional recommendations from the committee at the May 21, 2024 regular council meeting.

The Review Team initially met on five separate occasions (August 17, 2023, September 5, 2023, September 11, 2023, November 6, 2023 and November 11, 2023) to thoroughly comb over the various sections of the existing Charter, which led to the finalized recommended changes. A full copy of the redline changes will be made available at City Hall and on the City's website for all interested Citizens to review.

The Review Team is recommending the four measures proposed be presented for voter approval at the November 5, 2024 election and that the Council request consolidation with the Statewide General election on that same date.

FISCAL IMPACT

To be determined by Butte County Registrar of Voters

RECOMMENDATION

Approve the attached resolutions

ATTACHMENTS

City Charter with proposed changes in Redline

Resolution calling for an election to approve changes in the City Charter

Resolution requesting consolidation of the City special election for charter changes with the State-wide general election on November 5, 2024

THE CHARTER*

Article I.

§ 1. Name.

Article II.

§ 1. Boundaries.

~~§ 1. Expert accountant.~~

Article III.

§ 1. Powers of the city.

Article IV.

§ 1. Elections.

Article V.

§ 1. Initiative, referendum and recall.

Article VI.

§ 1. Officers and employees.

Article VII.

§ 1. The council.

§ 2. Meetings.

§ 3. Quorum.

§ 4. Ordinances.

Article VIII.

§ 1. Mayor.

§ 1a. Vice mayor.

§ 2. Right of subpoena.

Article IX.

~~§ 1. Planning commission.~~Departments and Commissions

§ 1. Departments

§ 2. City Administrator/City Clerk

§ 3. City Attorney

§ 4. Director of Finance

§ 5. Chief of Police

§ 6. Fire Chief

§7. Other City Functions

§7a. Expert Accountant

~~Article XII.~~

§ 1. ~~City clerk.~~

§§ 1' 2. ~~Repealed.~~ ~~Article XIII.~~

~~Article XIV.~~

§ 7b. City Engineer

Article X.

§ 1. ~~Park commission.~~Planning Commission

§ 2. Park Commission

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~~§ 1. Chief of police.~~

~~**Article XV.**~~

~~§ 1. City treasurer.~~

~~**Article XIX.**~~

~~§ 1. Chief of fire department.~~

~~**Article XVI.**~~

~~§ 1. City engineer.~~

~~**Article XX.**~~

~~§ 1. Health officer.~~

Commented [BR1]: Merge Articles IX through XX into one section.

~~**Article XVIa.**~~

~~§ 1. Superintendent of streets.~~

Article X~~I~~IXI.

§ 1. Oath of office.

§ 2. Official bonds.

§ 3. Administering oaths.

§ 4. Compensation.

§ 5. Repealed.

~~**Article XVII.**~~

~~§ 1. Repealed.~~

~~**Article XVIII.**~~

~~**Article XI.**~~

~~§ 1. City attorney.~~

Article X~~I~~IXII.

§ 1. Vacancies.

§ 2. Additional duties of officers.

~~Article XXIII.~~

§ 1~~. Library.~~

Article XIII~~XIV~~.

§ 1. Fiscal year.

§ 2. Tax system.

§ 3. Annual budget.

§ 4. Annual financial report.

§§ 5-14. Repealed.

Article XIV~~XV~~.

§ 1. Limit of bond indebtedness.

~~Article XXVI.~~

~~§ 1. Repealed.~~

~~Article XXVII.~~

~~§ 1. Advertising the city; inducing immigration.~~

~~Article XXVIII.~~

~~§ 1. Street and other public improvements.~~

~~§ 2. Contract work.~~

~~§ 3. Interest in contracts, etc., prohibited.~~

~~§ 4. Contracts.~~

Article XV~~XIX~~.

§ 1. Franchises.

Article XVI~~XX~~. Miscellaneous.

§ 1. Official records.

§ 2. General laws applicable.

§ 3. Continuing officers and employees.

§ 4. Continuing ordinances in force.

§ 5. Continuing contracts in force.

§ 6. Validity.

§ 7. When Charter effective.

Article XVII~~XXI~~. Initiative Measure to Be Submitted Directly to the Voters

§ 1. Title.

§ 2. Findings.

§ 3. City of Oroville's boundaries, etc.

§ 4. Prison Initiative enacted.

§ 5. Transmittal to State.

§ 6. Severability.

§ 7. Amendment.

~~* **Editor's note.** The Charter consists of Statutes 1933, p. 2904, as amended. It was adopted pursuant to section 8 of article XI of the state constitution, ratified by the qualified electors at a special municipal election held on October 22, 1931, approved and adopted by the state legislature and filed with the secretary of state on January 27, 1933. Amendments are indicated by the historical citations follow- ing the amended sections in parentheses. Unless so indi- cated, the Charter derives unchanged from the original ad. A frontal analysis consisting of a numerical listing of the catchlines has been added and a uniform system of capi- talization has been employed.~~

Article I.

Sec. 1. Name.

The municipal corporation now existing and known as the "City of Oroville" shall remain and continue a body politic and corporate in fact and in law, by the name of the "City of Oroville" and by such name shall have perpet- ual succession.

Article II.

Sec. 1. Boundaries.

The boundaries of the City of Oroville shall continue as now established, and the territory embraced therein may be added to or dimin- ished in accordance with the laws of the State of California governing the annexation and ex- clusion of territory by municipalities.

Article III.

Sec. 1. Powers of the city.

The City of Oroville may appear, sue and defend in all courts and places in all matters and proceedings; may have and use a common seal and alter the same at pleasure; may, subject to the restrictions contained in this Charter, purchase, receive, hold and enjoy, sell, lease and convey real and personal property; receive bequests, gifts and donations of all kinds of property in fee simple, or in trust for charitable and other purposes; and do all acts necessary to carry out the purposes of such gifts, bequests and donations, with power to manage, sell, or lease or otherwise dispose of the same in accordance with the terms of any gift, bequest or trust; may improve any river or channels flowing through the city or adjoining the same; widen, straighten and deepen the channels thereof, and remove obstructions therefrom; construct and maintain embankments and other works to protect the city from overflow.

All rights and titles to property, all rights and obligations under contracts or trusts, and all causes of action of any kind in any court or tribunal vested in the City of Oroville or in any officer or employee thereof in his or her official capacity, at the time this Charter becomes effective,* as well as all liabilities in contract or tort and causes of action involving the same insofar as they affect the city and/or any officer or employee thereof in his or her official capacity which shall be outstanding at the time this Charter becomes effective, shall continue without abatement or modification by reason of any provision hereof.

All ordinances or resolutions in force at the time this Charter takes effect and not inconsistent therewith shall continue in force until amended or repealed.**

All public improvements or other proceedings legally authorized prior to this Charter shall be carried to completion under previously existing laws or under this Charter.***

The powers or duties vested in city officers, boards or commissions by law superseded by this Charter shall be exercised, continued and carried out by their successors or by other city officers, boards or commissions, consistent with the provisions of this Charter.

All functions of the city, and the powers and duties of officers and employees charged with the performance therefor, as these shall have been apportioned among departments and officers, and institutions, utilities, bureaus or other subdivisions thereof, as existing at the time this Charter shall go into effect, shall continue to be the functions of such departments and offices and the powers and duties of officers and employees assigned thereto, except as in, or under the authority of, this Charter otherwise specifically provided.

The legally authorized officers and employees of each of said departments and officers or subdivisions thereof shall continue as the officers and employees of said departments and offices or subdivisions thereof, subject to the conditions governing their respective appointments to such positions and except as in this Charter otherwise provided; and where part of the functions and duties of any department or office are by this Charter transferred or placed in any other department or office, the persons performing such functions and duties, shall be transferred therewith.

The compensations legally authorized for the several officers and employees shall be continued subject to the other provisions of the Charter.

The city may make and enforce all laws, ordinances and regulations necessary, convenient or incidental to the exercise of all rights and powers in respect to its affairs, officers and employees and shall have all rights and powers appropriated to a city, subject only to the

restrictions and limitations provided in this Charter, including the power to acquire and construct plants, works, utilities, areas, highways and institutions outside the boundaries

of the city, and maintenance and operations of the same, and the exercise of functions or maintenance of services outside the boundaries of the city, including the expenditure of funds therefor through any agency.

The specifications or enumeration in this Charter of particular powers shall not be exclusive.

The exercise of all rights and powers of the city when not prescribed in this Charter shall be as provided by ordinance or resolution of the city council.

• As to effective date of Charter, see Char., art. XXX, § 7.
•• See also, Char., art. XXX, § 4 as to ordinances continued in force.
... See also, Char., art. XXX, § 5 as to contracts continuing in force.

Article IV.

Sec. 1. Elections.

General elections shall be held in the City of Oroville on the first Tuesday after the first Monday in November of each even-numbered year, under and pursuant to the general laws governing elections, so far as the same may be applicable, and except as herein otherwise provided. Persons elected in April of 1981, or their successors, shall hold office until November 12, 1984, and persons elected in April of 1983, or their successors, shall hold office until November 10, 1986.

Where there are full council terms and short council terms to be filled, the persons elected by the highest number of votes shall be elected to the full term offices. In the event that two or more persons shall be elected by the same number of votes, their term shall be fixed by lot. {1941, p. 3484; 1955, c. 185; amended by vote of the people, April 12, 1983)W

Article V.

Sec.1. Initiative, referendum and recall.

Ordinances may be initiated, or the referendum exercised on ordinances passed by the council, under and in accordance with the constitution and general laws of the state, and any elective officer may be recalled from office under and in pursuance of the provisions of the constitution and general laws; provided, however, that initiative, referendum or recall petitions, must be signed by at least 25% of the number of eligible electors voting at the last gen- eral municipal election.

Commented [BR3]: Added to account for districts.

Article VI.

Sec. 1. Officers and employees.

The officers of the City of Oroville shall be a mayor, six members of the council, a City Clerk/City Administrator, a City Attorney, all City departments heads which include but are not limited to: a ~~city treasurer~~Director of Finance, a City Engineer, a ~~street superintendent~~Director of Public Works, a Director of Community Development, a Director of Code Enforcement, a Director of Business ~~Development~~Assistance and Housing Development, a Chief of Police, and a ~~f~~Fire Chief, ~~a health officer,~~ . In addition, ~~a~~ Planning ~~commission,~~ Commission and ~~a~~ Park Commission ~~members. , playground and recrea- tion commission, and a board of five library trustees~~; provided, the council may by ordi- nance provide for such subordinate officers, assistants, deputies, clerks and employees as it deems necessary.

The members of the council shall be elected from the city ~~at large~~ and shall hold office for four years and until their successors are elected and qualified.

~~The city clerk and one or more deputy city clerks shall be appointed and hold office at the pleasure of the city council.~~

~~a~~~~The city treasurer shall be elected and shall hold office for four years and until a successor is elected and qualified.~~

All other officers, assistants, deputies, clerks and employees shall be appointed as provided

Commented [BR2]: We did discuss suggesting term limits - however - we also discussed how that could be challenging now that we have districts in place. We can revisit this topic (term limits), if desired.

Commented [BR4]: Conflicts with later section of Charter.

in this Charter or as the council may provide

by ordinance in case no provision for their appointment is herein made, and they shall hold their respective offices or positions at the pleasure of the appointing power, except as otherwise herein provided.

Except as otherwise provided in this Charter, where the appointment of any officer, assistant, deputies, clerks or employees that is vested in the council, the appointment and removal must be made by a five-sevenths vote of the members. ~~Where such appointment is vested in any other bBody, the appointment and re- moval must be made by a four-fifths vote of the members of such body.~~

No increase or reduction shall be made in the compensation paid any appointive officer unless made by a five-sevenths vote of the council ~~or a four-fifths vote of such other body~~. (1941, p. 3480; amended by vote of the people, April 12, 1983; amended by vote of the people, November 8, 1988)

Article VII.

Sec. 1. The council.

The legislative body of the City of Oroville shall consist of a mayor (elected at large) and six persons elected ~~at large~~ which body shall be known as the council.

The members of the council shall be elected by the qualified voters of the city at a general municipal election to be held therein every even-numbered year as hereinbefore provided.

They shall hold office for a period of four years from and after the first Tuesday in January next succeeding the day of their election and until their successors are elected and quali- fied; provided, ~~, the respective terms of the first council elected under this Charter shall be as follows, the three persons elected by the highest number of votes shall hold office for four years, the three persons elected by the next highest number of votes shall hold office for two years. In the event that two or more per- sons shall be elected by the same number of votes, their term shall be fixed by lot.~~

The members of the council and the mayor shall receive ~~as~~ compensation as set by ordinance. ~~five dollars for each regular meeting attended; provided, however, that the total sum to be received by any one councilmember shall not exceed the sum often dollars per month.~~

The members of the council shall not be elected or appointed to any office or employment with the city, except as otherwise provided in this Charter.

In the event of resigning they shall not be entitled to vote on the selection of their successors.

The council shall have the power by ordinance to provide for and appoint such other commissions and officials as may seem in its discretion necessary and proper, such officers shall serve at the discretion of the council, and at a salary to be fixed by the council.

The council shall have the power by ordinance to combine any city offices, which in its discretion seems for the best interests of the city. (Amended by vote of the people, November 8, 1988)

Sec. 2. Meetings.

The council shall meet ~~at 8:00 p.m.~~ on the first Tuesday in January following the general municipal election and canvass the returns thereof. Should the first Tuesday fall on a holiday, the meeting shall be held the following day.

The new members and all newly elected officers shall then be inducted into office and a vice mayor shall be appointed as provided in Article VIII, section 1a.

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The council shall hold a regular meeting at least once a month at such time as it shall fix by ordinance.

Special meetings may be called at any time by the mayor or by three councilmembers in accordance with the Government Code of the State of California.~~with the provisions of Section 54056 of the Government Code of the State of California as the same may be from time to time amended.~~

All meetings of the council shall be held in the City Hall unless ~~the~~ an alternative location is appropriately noticed. ~~council by ordinance provides for another meeting place~~, ~~and a~~All meetings shall be open to the public~~;. provided, however, that whenever necessary or convenient to hold any meeting at some other place within the City of Oroville, the clerk may, upon written instruction by the mayor and after notice to the members of the council, designate another meeting place by posting written notice thereof at the regular place of meeting at least one hour prior to the time thereof. Such notice shall designate the place where and the time when such meeting is to be held, and a copy of such notice and the clerk's certificate of the posting thereof together with the mayor's instructions as aforesaid shall be read into and filed with the minutes of such meeting.~~

The council shall adopt rules for conducting its proceedings. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Sec. 3. Quorum.

A majority of the council shall constitute a quorum for the transaction of any business~~, except as herein otherwise provided, but a less number may adjourn from time to time and compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance.~~.

Sec. 4. Ordinances.

All proposed ordinances introduced in the council shall be in printed ~~or typewritten~~ form.

The enacting clause of all ordinances passed by the council shall read as follows: "The council of the City of Oroville do ordain as follows:".

The affirmative vote of a majority of the council shall be necessary to adopt any ordinance, resolution or claim against the city, which vote shall be taken by ayes and noes and entered upon the record.

No ordinance shall be passed by the council on the day of its introduction, nor within five days thereafter, nor at any time other than a regular meeting.

A proposed ordinance may be amended or modified between the time of its introduction and the time of its final passage, provided its general scope and original purposes are retained.

All ordinances shall be signed by the mayor and attested by the city clerk, and shall be published in a manner that meets the requirements of State law (which could include publishing in local newspaper).~~an adjudicated newspaper of general circulation and circulated in the City of Oroville.~~

In lieu thereof, the publication of ordinances may be satisfied by either of the following actions:

1. The city council may publish a summary of a proposed ordinance or proposed amendment to an existing ordinance. Such summary shall be prepared by an official designated by the city council. A summary shall be published and a *certified* copy of the full text of the proposed ordinance or proposed amendment shall be posted in the office of the city clerk at least five days prior to the city council *meeting* at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, the city

council shall publish a summary of the ordinance or amendment with the names of those city council members voting for arid against the ordinance or amendment and the city clerk shall post in the office of the city clerk a certified copy of the full text of such adopted ordinance or amendment along with the names of those city council members voting for and against the ordinance or amendment; or

2. If the city official designated by the city council determines that it is not feasible to prepare a fair and adequate summary of the proposed or adopted ordinance or amendment, and if the city council so orders, a display advertisement of at least one-quarter page in a newspaper of general circulation printed and published in the County of Butte and circulated in the city shall be published at least five days prior to the city council meeting at which the proposed ordinance or amendment or alteration thereto is to be adopted. Within 15 days after adoption of the ordinance or amendment, a display advertisement of at least one-quarter page shall be published. The advertisement shall indicate the general nature of, and provide information about, the proposed or adopted ordinance or amendment including information sufficient to enable the public to obtain copies of the complete text of such ordinance or amendment, and the names of those city council members voting for and against the ordinance or amendment.

   Notwithstanding the foregoing, any ordinance declared by the council to be necessary as an emergency measure for preserving the public peace, health or safety, and containing the reasons for its urgency, may be introduced and passed at one and the same meeting, and if passed by a five-sevenths vote shall become effective immediately. (Amended by vote of the people, November 5, 1996)

Article VIII.

Sec. 1. Mayor.

The mayor shall be elected and shall hold office for four years and until his or her successor is elected and qualified.

The mayor shall be the executive head of the city. In case of riot, insurrection or extraordinary emergency he or she shall assume general control of the city government, and all its branches and be responsible for the suppression of disorders and the restoration of normal conditions.

In the name and on behalf of the city he or she (or their designee) shall sign all contracts, deeds, bonds and other legal instruments to which the city is a party, and he or she shall represent the city at all ceremonial functions of a social or patriotic character when it is desirable and appropriate to have the city represented officially thereat.

He or she shall preside at all meetings of the council and shall vote as a member of the council, and shall receive such compensation as is hereinbefore provided for members of the council.

Sec. 1a. Vice mayor.

There shall be a vice mayor who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be a duly qualified and acting member of the council. In the event of the termination of his or her tenure of office as councilmember from any cause whatsoever, thereupon his or her tenure of office as vice mayor shall forthwith cease and determine. The appointment and removal of the vice mayor may be made by a majority vote of the council.

The vice mayor shall act as mayor pro tempore in the case of absence, illness, death or

other disability of the mayor and while so acting shall have all of the rights, powers and duties of the mayor.

Sec. 2. Right of subpoena.

~~The mayor or vice mayor shall have power to administer oaths~~The Mayor, Vice Mayor or City Council, with assistance of City Attorney, may issue a subpoena, to compel the production of the books, papers, documents for the City. and to compel testimony whenever necessary in proceedings before the Council.~~ and affirmations concerning any demand upon the treasury, and in all mat- ters relating to the duties of the city council, and to witnesses examined in any investiga- tion had by said council, or by any committee thereof duly authorized to make such investi- gation. Said mayor or vice mayor may issue subpoenas under his or her hand and the seal of such city, attested by the city clerk, to com- pel the attendance of witnesses before such city council or committee thereof.~~ (1941, p. **3480.)**

Article IX.

Sec. 1. Departments

The City Administrator shall recommend and the City Council shall by ordinance create, reorganize and abolish departments and divisions thereof as necessary for the effective management of the City's affairs, in addition to the following which are created by Charter:

Sec. 2 City Administrator/City Clerk: The City Clerk/City Administrator shall be the clerk of the council.

It shall be the duty of the city Clerk/City Administrator or a deputy designated by him or her, to attend all sessions of the council and keep a full and correct record of the proceedings. The proceedings of the council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

The proceedings of the council shall be kept in a book. In addition, he or she shall keep a record of all Ordinances.

He or she shall conduct promptly, and keep a systematic record of, all correspondence between the council and others relating to city business.

He or she shall be the keeper of the corporate seal of the city and shall affix the same to instruments or writings requiring authentication.

He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.

Sec. 3. City Attorney: There shall be a city attorney who shall be ap- pointed by the city council, to hold office at the pleasure of the council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment. All other things being equal, an attorney who has had special training or experience in municipal corporation law shall be appointed to this office if practicable.

The city attorney shall be legal advisor of the council and all other city officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the council, or other officials, except as may be otherwise provided.

He or she shall prosecute personally on behalf of the people violations of municipal code before the Superior Court, and shall perform such other legal services as needed.

He or she shall attend all meetings of the council unless excused therefrom by the council or mayor.

Sec. 4 Director of Finance: There shall be a Director of Finance who shall be appointed by the Council. He or she shall receive and keep safely all moneys and securities belonging to the city and coming into the hands, and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the city, including improve- ment bonds.

Sec. 5 Chief of Police: There shall be a chief of police who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be the head of the police department of the city, shall make rules and regulations for the management of the department, and shall have all the powers that

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are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the chief of police to preserve the public peace, and to suppress riots, tumults and disturbances. The orders of the chief of police shall be promptly executed by the police officers of the city for the maintenance of public order or the protection of life and property.

The chief of police shall have authority and it is hereby made the duty of the chief of police to arrest persons violating any law of the state or ordinance of the city.

Persons convicted of violating city ordinances and sentenced to jail may be confined in the county jail of Butte County. The chief of police shall have such other powers and duties as may be prescribed by the council by ordinance.

Sec.6 Fire Chief: There shall be a Fire Chief who shall be appointed by the City Council and hold office at the pleasure of the Council. He or she shall be head of the fire department of the city and shall have charge of and supervision over all matters relating to the prevention and extinction of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the immediate vicinity of the fire during such time, including police officers, shall be subject to his or her orders.

The fire chief shall make rules and regulations for the government of the department, subject to the approval of the council City shall provide fire prevention and protection services.

Sec. 7 In addition, the City shall retain the following two functions:

Sec. 7a An Expert Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the city.

Sec. 7b A city engineer who shall hold office at the pleasure of the council. As city engineer he or she shall be the custodian of, and responsible for, all maps, plans, profiles, field notes and other records and memoranda belonging to the city, pertaining to his or her office and the work thereof, all of which he or she shall keep in proper order and condition, with full indices thereof.

He or she shall have been at the time of his or her appointment a licensed and practicing civil engineer.

Article X.

Commissions

Sec. 1 Planning commission.

There shall be a board of planning commis- sioners consisting of the mayor as an ex- officio member without vote except in the case of a tie; and seven citizens to be appointed by the council to serve for four years each, with- out compensation.

The city planning commission shall have and exercise all the powers and duties which are now or may hereafter be granted to or im- posed upon said department by state law, and such additional powers and duties as may be granted or imposed by ordinance for the regu- lation and control of the platting and subdivi- sion of lands.

No ordinance shall be adopted by the council creating districts or zones for the purpose of regulating the use of lands, the height, bulk, location or use of buildings therein, and no or- dinance changing, amending or altering any such ordinance shall be adopted until it shall have first been submitted to the board of city

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planning ~~comm1ss1oners~~ commissioners for report and rec- ommendation.

It shall be the duty of the planning commission within thirty days from the receipt of any such request from the council for its recommendation in regard to any such ordinance, to make and file its report thereon with the council, and should said board of city planning commissioners recommend against the approval of any such ordinance herein mentioned, the council may adopt such ordinance only upon majority vote of the whole of said council.

Should the board of city planning commissioners recommend the approval of any such ordinance, or fail to make any recommendation within the time mentioned herein, said council may adopt such ordinance by a majority vote of the whole council.

All plans for the location of public parks or public playgrounds shall be submitted to the city planning commission for report and recommendation. Such report shall be advisory only.

The department shall make reports and recommendations to the council and to the various departments of the city government on all matters involving the location of such public improvements.

The city planning commission shall initiate studies and make reports and recommendations to the council and the various departments of the city government on subjects related to the opening and widening of streets and other physical conditions, connected with the development and expansion of the city.

It shall each year render to the mayor and council a report of its activities during the preceding year, and its proposals for the future. ~~The first city planning commission under this Charter shall be appointed by the council for one, two, three and four year terms respectively. Thereafter the members of said board shall be appointed as provided herein. At least~~

three of the four members appointed as aforesaid shall have been members of the city planning commission immediately prior to this Charter taking effect. (1961, c. 181; amended by vote of the people, April 12, 1983; amended by vote of the people, November 6, 1990)

Article X. Sec. 1.

Sec. 2 Park commission.

There shall be a park commission consisting of five members to be appointed by the council each to serve for a term of five years, without compensation.

The Park's Commission shall advise the City Council on all matters pertaining to the operation and regulation of City Parks. The Council shall receive recommendations of the Commission prior to taking any action related to the Parks. department of parks shall have the power and duty:

1. To manage and control the parks owned or operated by the City of Oroville.

2. To establish, maintain and operate parks, with structures therein appropriate to park purposes, within or without city limits.

3. To construct and operate, sell, rent or lease concessions or privileges to be exercised in the parks for the operation of boathouses, refreshment stands, restaurants, amusement places or devices, parcel checking rooms and lockers and other similar purposes.

4. To establish schedules of charges for special services.

5. To grant to the department of playgrounds and recreation the right to establish, maintain and operate playground and recreation facilities on lands under the control of the department of parks upon such terms and conditions as shall be fixed by the board of park commissioners.

6. To have charge over and care of trees, plants and lawns in parking along public streets, subject to street improvements authorized by the city.

7. To appoint a superintendent of parks who shall have general supervision of all parks and under direction of the park commission.

Appropriation may be made from the general city funds for park purposes. All money arising from appropriations above referred to or received by the department of parks from fees, sales, gifts or otherwise in connection with the operation of the department shall be placed to the credit of the department of parks in a fund to be known as the park fund.

No money in the park fund shall be used for any purpose other than the financial support of the department of parks.

The board of park commissioners shall have power to control and order, in the manner in this Charter provided, the expenditure of all money coming into the park fund, or from the sale of bonds authorized by the city for financing the work of the park department, and to appropriate and expend the same for the purposes of the department, in accordance with the provisions of this Charter.

Said board may invest any surplus funds under its control in bonds or other evidences of indebtedness of the United States, the State of California, or of any political subdivision thereof, and the income derived therefrom shall be deposited in the city treasury to the credit of the park fund.

No real property shall be acquired by the city for park sites unless such sites are first approved by the board of park commissioners.

Said board shall have full control over all park sites and no such sites shall be devoted to any other purpose in whole or in part without permission from said board.

Whenever funds are donated by any person or persons for the acquisition or construction of

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any building, structure, work or improvement in a public park, and the donor or donors thereof shall, at the time of such donation, re- quest the appointment of a special commis- sion to take charge of the expenditure of such funds and to supervise the construction of such improvement, the council may, in its dis- cretion, if said proposed improvement will in- crease the value of such park for park pur- poses, provide by ordinance for the appoint- ment by the mayor, subject to the conforma- tion by a majority of the council, of a special commission to take charge of the supervision of the construction of such improvement and the expenditure of funds donated therefor.

In the event funds are donated in the manner provided for in this section for the mainte- nance of any such improvement at the time of construction thereof or otherwise, the council may, by ordinance, create a commission to be appointed under the provisions of this section, which shall have such powers and duties as to such construction or maintenance as may be conferred upon it by such ordinance.

All lands belonging to the city which may hereafter be set apart, or dedicated for the use of the public as a public park, shall forever re- main to the use of the public inviolate.

this office if practicable.

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Article XI.

Sec. 1. City attorney.

There shall be a city attorney who shall be ap- pointed by the city council, to hold office at the pleasure of the council. He or she shall be an attorney-at-law, admitted to practice before the supreme court of the State of California, and shall have been in actual practice in the state for at least three years next preceding his or her appointment.

All other things being equal, an attorney who has had special training or experience in mu- nicipal corporation law shall be appointed to

The city attorney shall be legal advisor of the council and all other city officials. He or she shall draft all ordinances, resolutions, contracts or other legal documents, or proceedings required by the council, or other officials, except as may be otherwise provided.

He or she shall prosecute personally on behalf of the people all contested criminal cases before the police court and shall perform such other legal services from time to time as the council may require without compensation in addition to his or her salary, unless such service requires his or her presence outside the City of Oroville.

He or she shall attend all meetings of the council unless excused therefrom by the council or mayor.

Article XII.

Sec. 1. City clerk.

The city clerk shall be the clerk of the council.

It shall be the duty of the city clerk or a deputy designated by him or her, to attend all sessions of the council and keep a full and correct record of the proceedings.

The proceedings of the council shall be kept in a book marked "Minutes of the Council." He or she shall keep a book marked "Ordinances," into which he or she shall copy all city ordinances, certifying that each is a full and correct copy of the original ordinance, and stating that the same has been published as required bylaw.

Said record copy so certified shall be prima facie evidence of the contents of the ordinance, and of its passage and publication, and shall be admissible as such in any court or other proceeding. Such record shall not be filed, but shall be returned to the custody of the city clerk. He or she shall also keep a book marked "Resolutions" into which he or she

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shall copy all resolutions passed by the council.

Both the books containing ordinances and resolutions shall be adequately and comprehensively indexed.

He or she shall conduct promptly, and keep a systematic record of, all correspondence between the council and others relating to city business.

He or she shall be the keeper of the corporate seal of the city and shall affix the same to instruments or writings requiring authentication.

He or she shall safely keep all records, documents, ordinances, resolutions, books, and such other papers and matters, as may be regularly delivered into his or her custody or required by law or ordinance to be filed with him or her.

He or she shall report to the city council monthly, a detailed statement of the receipts and disbursements of the city government and the state of the various funds, and show the balances of the budgeted appropriation, and of any special improvement fund that may exist; and at the expiration of the fiscal year make a detailed statement of the receipts and disbursements of the city during said year, specifying the different sources of revenue and the amount received from each, the several appropriations made by the city council, and the amount of money expended under each, and the objects for which they were made. (Amended by vote of the people, April 12, 1983)

Article XIII.*

* Article XIII, of the Charter of the City of Oroville, relating to City Assessor and Board of Appraisers, is repealed. (Repealed by vote of the people, April 12, 1983)

Article XIV.

Sec. 1. Expert accountant.

The city shall retain a Certified Public Accountant to audit annually, in accordance with generally accepted auditing standards, the financial statements and accounts of the city.

It shall be the duty of the city clerk to keep on public display in his or her office a report of such audit for a period of sixty days after said audit has been filed. (Amended by vote of the people, April 12, 1983)

Article XV.

Sec. 1. City treasurer.

There shall be a city treasurer who shall be elected every four years at the general election. It shall be his or her duty to collect all taxes assessed by the city assessor otherwise.

He or she shall receive and keep safely all moneys and securities belonging to the city and coming into the hands, and pay out the same only on warrants signed by the proper officials, including the principal and interest due on bonds of the city, including improvement bonds.

The treasurer shall deposit within forty-eight hours of its receipt with a responsible banking institution, in the city, all funds coming into his or her possession, and shall obtain from such banking institution bonds or other collateral as security therefor, as provided by law. (Amended by vote of the people, April 12, 1983)

Article **XVI.**

Sec. 1. City engineer.

There shall be a city engineer who shall be appointed by the city council to hold office at the pleasure of the council.

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It shall not be necessary that he or she be a resident of the city at the time of his or her appointment.

As city engineer he or she shall be the custodian of, and responsible for, all maps, plans, profiles, field notes and other records and memoranda belonging to the city, pertaining to his or her office and the work thereof, all of which he or she shall keep in proper order and condition, with full indices thereof.

He or she shall turn the same over to his or her successor upon relinquishing his or her office, who shall give him/N or her duplicate receipts therefor, one of which he or she shall file with the city clerk.

All maps, plans, profiles, field notes, estimates and other memoranda of surveys and other professional work made or done by him or her or under his or her direction or control during his or her term of office, shall be the property of the city.

He or she shall have supervision over all public work relating to the grading, paving, cleaning, lighting, watering and repairing of streets, the building of sewers and the disposal of sewage, garbage and rubbish, also of all other matters of an engineering character.

He or she shall have been at the time of his or her appointment a licensed and practicing civil engineer for a period of at least three years.

All other things being equal an engineer who has had special training or experience in municipal engineering shall be appointed to this office if practicable.

Article XVIa.

Sec. 1. Superintendent of streets.

There shall be a superintendent of streets who shall be appointed by the council, to hold office at the pleasure of the council. He or she shall perform such duties as may be prescribed now or hereafter, by ordinance or the general laws of the state.

Article XVII.*

* Article XVII, of the Charter of the City of Oroville, relating to city court and city judge, is repealed. (Repealed by vote of the people, November 8, 1988)

Article XVIII.

Sec. 1. Chief of police.

There shall be a chief of police who shall be appointed by the city council to hold office at the pleasure of the council. He or she shall be the head of the police department of the city, shall make rules and regulations for the management of the department, and shall have all the powers that are now or may hereafter be conferred upon other peace officers by the laws of the state. It shall be the duty of the chief of police to preserve the public peace, and to suppress riots, tumults and disturbances. The orders of the chief of police shall be promptly executed by the police officers of the city, and every citizen shall lend the chief of police aid when so requested for the arrest of offenders, the maintenance of public order or the protection of life and property.

The chief of police shall execute and return all process issued to the chief of police by legal authority. The chief of police shall have authority and it is hereby made the duty of the chief of police to arrest persons violating any law of the state or ordinance of the city.

Persons convicted of violating city ordinances and sentenced to jail may be confined in the county jail of Butte County. The chief of police shall have such other powers and duties as may be prescribed by the council by ordinance. (Amended by vote of the people, November 8, 1988; amended by vote of the people, November 5, 1996)

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~~Article XIX.~~

~~**Sec. 1. Chief of fire department**~~

~~There shall be a fire chief who shall be appointed by the city council and hold office at the pleasure of the council. He or she shall be head of the fire department of the city, and shall have charge of and supervision over all matters relating to the prevention and extinc- tion of fires, and of all measures necessary to guard and protect all property impaired thereby. During the time of a fire, he or she shall have supreme authority over the territory involved therein, and all persons in the imme- diate vicinity of the fire during such time, in- cluding police officers, shall be subject to his or her orders.~~

~~The fire chief shall make rules and regulations for the government of the department, subject to the approval of the council.~~

~~**Article XX.**~~

~~**Sec. 1. Health officer.**~~

~~There shall be a health officer who shall be appointed~~R ~~by the city council and shall hold office at the pleasure of the council. He or she shall be a person who has been licensed to practice medicine in the State of California, or who has received special training in and been granted credentials in public health work. He or she shall exercise general supervision over the health and cleanliness of the city, and take all necessary measures for the preservation and promotion thereof. He or she shall enforce all laws, ordinances and regulations relative to the preservation and improvement of the pub- lic health, including those for the prevention of disease, the suppression of unsanitary conditions, and the inspection and supervision of the production, transportation, storage and sale of foodstuffs. (Amended by vote of the people, November 8, 1988)~~

Article X~~X~~I.

Sec. 1. Oath of office.

Every officer shall take and subscribe to the constitutional oath of office before entering upon the performance of his or her official duties.

Sec. 2. Official bonds.

~~All o~~Officers ~~handling~~ managing city funds ~~and such other officers as the council may determine mus~~may be required to furnish a corporate surety bond~~s~~ in an amount to be determined by the Council, which surety bond shall be conditioned on the faithful performance of the duties imposed on that respective officer as herein prescribed. Any premium for such bond shall be a proper charge against the City. ~~t give bonds for the faithful performance of their duties. The amount of said bonds shall be fixed by the city council. Such officers, before entering upon their official duties, shall exe- cute a bond to the city in the penal sum re- quired. Said bonds shall be approved by the council and filed with the city clerk, except the bond of the city clerk, which shall be filed with the mayor.~~

Sec. 3. Administering oaths.

Every elective officer and every chief appointive official, including all members of boards and commissions provided for in this Charter, or by ordinance, shall have the power to administer oaths or affirmations, in connection with any matter appertaining to the business of the city.

Sec. 4. Compensation.

The council shall by resolution fix the compensation of all officers, also the compensation of all deputies, assistants and employees of such officers. (Amended by vote of the people, November 8, 1988)

Sec. 5. Reports of fees and commissions.

Article XXI Section 5, of the Charter of the City of Oroville, relating to reports of fees and commissions, is repealed. (Repealed by vote of the people, November 8, 1988)

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Commented [BR18]: Similar language from City of Palmdale.

Commented [BR17]: Repeal this section - County provides.

Article XXII.

Sec. 1. Vacancies.

A. Any vacancy occurring in any office for Council appointed staff, from whatever cause arising shall be filled by appointment by the council; and, in the case of a vacancy in the office of mayor, vice mayor, or councilmember such appointment may be made by a majority vote of the council; provided, further, that if such vacancy exists in any elective office, ~~such appointee shall hold office only until the first Monday after the next succeeding general municipal election at which election a person shall be elected to serve for any balance of the unexpired term~~the vacancy shall be filled in accordance to California Government Code Section 36512(b), as may be amended from time to time. Candidates for office for such un- expired term shall qualify in the manner provided in article IV, section No. 1 of this Charter.

~~8.~~1. In the event a vacancy occurs in any elective office within twenty days before the next succeeding general municipal election then such vacancy may be filled by temporary appointment by majority vote of the council for the interim until the induction to office of councilmember elected thereat, at which time such vacancy shall be filled by the new council as hereinabove provided.

C. In the event that a vacancy exists in any elective or appointive office and the council fails to agree or for any reason does not fill such vacancy within sixty days af- ter the same occurs, then a Special Meeting shall be called and the vacancy shall be filled by simple majority vote at that meeting. The appointment may be an interim appointment. Should a simple majority not be reached, staff shall be directed to do one final recruitment. At the completion of that recruitment, the Council shall consider all candidates. Should the Council still be unable reach simple majority, the Mayor shall appoint from that list of candidates. N~~such vacancy shall be filled by appointment by the mayor. Such appointment shall be for the time and of like effect as though made by the council as hereinabove provided.~~

D. In the event that the seats of a majority of the council shall become vacant, then the city clerk shall call a special election at once to fill the vacancies for the unex- pired terms, and such election shall be

Commented [BR21]: Allows business to continue/eliminated delays in filling positions - and provides a path with simple majority for these rare situations.

Commented [BR19]: Only applicable to appointments made by Council.

Commented [BR20]: New Language added 040224

conducted substantially in the manner provided by law for holding general municipal elections.

E. Except as herein otherwise provided, if any member of the city council of the city shall move outside the boundaries of their jurisdiction~~from the city~~, or fail to attend three consecutive regular city council meetings without the permission of the council, or shall resign, or be convicted of a felony, or be adjudged insane, or dies, his or her office shall thereupon become vacant.

F. Notwithstanding any provision in this Charter contained, whenever any person has been elected or appointed to office and for any reason fails or neglects to file the official oath or bond, if required, or for any reason fails to qualify within thirty days after the commencement of the term of office, the council may declare the office vacant and proceed to fill the vacancy as hereinabove provided. (1941, p. 3480; amended by vote of the people, November 8, 1988; amended by vote of the people, November 6, 1990)

Sec. 2. Additional duties of officers.

In addition to duties herein specified, all officers and boards shall perform such other appropriate duties appertaining to their office as may be prescribed by ordinance or by the general laws.

~~Article XXIII.~~

~~Sec. 1. Library.~~

~~The free public library of the city shall be managed under and in accordance with the provisions of the general laws of the state relating to free public libraries. (Amended by vote of the people, April 12, 1983)~~

Commented [BR22]: City does not have any operational oversite of the County library located within the City.

Article XIIIXIV.*

~~* Secs. 5 to 14. Repealed by vote of the people, April 12, 1983.~~

Sec. 1. Fiscal year.
The fiscal year of the city shall begin on the first day of July of each year, and end on the thirtieth day of June of the following year. (Amended by vote of the people, April 12, **1983)**

Sec. 2. Tax system.
The council shall provide a system for the assessment, levy, and collection of city taxes upon real and personal property. By mutual agreement, the County of Butte shall perform those municipal functions which relate to the assessment of property for purposes of taxation, the equalization and collection of taxes levied for municipal purposes, the collection of assessments, and the sale of property for nonpayment of taxes or assessments.

It shall be the duty of the ~~finance officer~~Director of Finance, within the time prescribed by law, to compute the tax rates required to service outstanding municipal debt, and submit same to the city council.

Should the council fail to fix the tax rates within the time prescribed, then the tax rates of the previous year shall constitute the rates for the current year. (Amended by vote of the people, April 12, 1983)

Sec. 3. Annual budget
~~On or before the first day of~~ In the month of June of each year, the city administrator shall present to the council a proposed budget for the ensuing fis—cal year. Such budget shall constitute the Pre- liminary Budget of the City of Oroville, and a copy of same shall be on file in the office of the city clerk. Not less than five days after the preliminary budget is filed, the city clerk shall fix a time for a budget public hearing.

Final adoption of the budget shall be not later than the first regular council meeting in July. Tax rates for purposes of the service of outstanding municipal debt shall be fixed not earlier than the first meeting in July, nor later than the last day of August. (Amended by vote of the people, April 12, 1983)

Sec. 4. Annual financial report.
It shall be the duty of the ~~finance officer~~Director of Finance to prepare annually a consolidated financial re- port of the city, including such statements and schedules as may be necessary to adequately describe the financial condition of the city, and the results of its operations for the fiscal year. Insofar as practical, these statements shall be prepared in accordance with generally ac- cepted accounting principles as applied to municipal corporations, and shall be subject to audit, as described in Article XIV above. (Amended by vote of the people, April 12, 1983)

Article XIXV.

Sec. 1. ~~Limit of b~~Bond indebtedness.
The bonded debt of the city shall comply with State law. ~~at no time exceed a total of three and seventy-five one hundredths percent (3.75%) of the taxable value of all property taxable for city purposes; provided, however, that bonds issued for the acquisition, extension, betterment, or mainte- nance of municipally owned public utilities shall not be counted as part of such limitation.~~

~~Provided further, however, that such bonds shall have been voted by the electors of the City of Oroville.~~

~~Provided further, that on the initiative of the council by an appropriate resolution, and a majority vote of the electors at the next general municipal election thereafter, this limit may be lowered or raised. (Amended by vote of the people, April 12, 1983)~~

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Commented [BR23]: Types of bonds can vary in requirements, we will follow State law.

Commented [BR24]: Will follow whatever the State law is

Article XXVI.*

* Article XXVI of the Charter of the City of Oroville relating to "Special Taxes and Bonds" is repealed. (Repealed by vote of the people, April 12, 1983.)

Article XXVII.

Sec. 1. Advertising the city; inducing immigration.

The council may appropriate and spend money from the funds of the city for any or all of the following purposes: Exhibitions, celebra- tions, fairs, entertainment of public guests, in- ducing immigration, and generally for the pur- pose of advertising the city.

A. Provided, however, that any amount so appropriated and spent is equaled by the public body soliciting such funds from the council, and that such appropriation made by the council does not constitute more than 50% of such expenditure con- templated.

8. Provided further, that the total appropri- ated for such expenditure shall not ex- ceed 4 cents on the $100.00 of assessed valuation in any one year.

Article XXVIII.

Sec. 1. Street and other public improvements.

A. The improvement, widening, extending, opening and closing of streets, or rights of way owned by the city, or in which the city has an easement, whether within or without the limits thereof, and the planting of trees thereon, and the making of other improvements authorized by laws of the state, may be done, and assessments therefor may be levied in conformity with, and under the authority conferred by the general laws of the state now in effect, or which may hereafter be enacted.

8. Provided, that no such improvement shall be undertaken or enforced when the cost of such improvement exceeds the as- sessed valuation of any parcel of real property in front of which the improve- ment is to be made, as such assessed valuation appears on the assessment roll of the city for the previous year.

Where such improvement happens by reason of special conditions to exceed the assessed value of any one parcel of real property in the area to be improved, the city council may declare that it is in the public interest that such amount over said assessed valuation shall be paid from the general fund of the city.

If it appears that the assessed valuation of any one parcel of real property will prevent the formation of an improvement district, any citizen may call for a review of the assessed valuation of the real property in the proposed district, where- upon the board of appraisers shall reap- praise and determine what valuation is right and proper.

Provided also, that the petitions for the improvement shall bear the signatures of the owners of 51% of the street frontage of property within the proposed district, before the city council can order the work to proceed.

C. Provided, however, that the council may by ordinance adopt a procedure for the opening, extending, widening, closing and improvement of streets, alleys, rights of way or other public places, the laying of pipe and conduits, and the removal from buildings, lots and grounds, and the sidewalks opposite thereto, of dirt, rub- bish, weeds, and other rank growth and materials, which may injure or endanger neighboring property, or the health or welfare of the inhabitants of the city, and for making and enforcing assessments

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Commented [BR25]: The Council has the ability to address Economic Development through the budget process.

against the property benefited, or affected thereby, or from which removal is made, for the cost of such improvements or removal, and may make such assessments a lien on such property superior to all other claims or liens thereon, except state, county and city taxes.

D. Provided, that no such ordinance shall prevent the council from proceeding under any of the general laws of the state now in effect or which may hereafter be enacted, subject, however, in all cases to the provisions of subsection B of this article; provided, however, that where the work or improvement undertaken under such ordinance or general law is necessary for the promotion or maintenance of public health or safety and the council by resolution so finds, the council may proceed subject to such ordinance or general law and the provisions of subsection B shall not apply thereto. (1941, p. 3480)

Sec. 2. Contract work.

In the erection, improvement and repair of all public buildings and works, in all street and sewer work or in or about embankments or other works for protection against overflow, and in furnishing any supplies or materials for the same, the Local Agency Public Construction Act of the State of California Public Contract Code as the same now exists or may hereafter be amended shall apply. (1955, c. 185; amended by vote of the people, November 8, 1988)

Sec. 3. Interest in contracts, etc., prohibited.

No officer or employee of the city shall be or become directly or indirectly interested in, or in the performance of, any contract, or work or business, or in the sale or purchase of any article, the expense, price, or consideration of which is payable from the city funds, or in the purchase or lease of any real estate or other property belonging to or taken by the city, except in his or her official capacity, on behalf of the city.

If any person in this section designated, other than in such official capacity, shall, during the time for which he or she was elected or appointed, acquire an interest in any contract with or work done for the city or any department, branch or office thereof, or in any franchise, right, or privilege granted by the city, unless the same shall be devolved upon him or her by law, he or she shall forfeit his or her office and be forever barred and disqualified from being elected, appointed or employed in the service of the city, and all such contracts shall be voidable at the option of the city council.

The ownership of less than five percent of the capital stock or shares of a corporation or association with which a contract may be made shall not be considered as constituting an interest in the contract within the meaning of this section.

Sec. 4. Contracts.

The council shall advertise annually for sealed proposals or bids for printing and furnishing all letterheads, stationery, tax bills, account books and other printed matter likely to be re- quired during the fiscal year.

Contracts for advertising or printing, as the case may be, shall be awarded to the lowest responsible bidder, provided no contract for advertising shall be awarded to any newspaper except a newspaper of general circulation, as that term is defined by Chapter 1 of Division 7 of Title 1 of the Government Code.

Any city officer may purchase and bind the city to pay for any item included in his or her budget not exceeding $100.00 in any one complete purchase.

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~~By order duly adopted by a vote of five members, the council may authorize any official to bind the city without advertising, in an amount not to exceed $2,000.00.~~

~~All purchases shall be made and contracts for work shall be awarded in accordance with the Local Agency Public Construction Act of the State of California Public Contracts Code as the same now exists or may hereafter by amended. (1955, c. 185; amended by vote of the people, November 8, 1988)~~

Article XXV~~IX~~.

Sec. 1. Franchises.

Every franchise or privilege to construct, maintain or operate any railroad, or other means of transportation in or over any street or highway, or to lay pipes or conduits, or erect poles or wires or other structures in or across any street or highway for the transmission of gas, electricity, or other commodity, or for the use of public property or places now or hereafter belonging to the city, shall be granted under and in pursuance of the provision of the general laws of the state relating to the granting of franchises; provided no new franchise or the renewal of an existing franchise shall be granted except upon condition that at least two percent of the gross annual receipts derived from the use of such franchise shall be paid to the city. In all cases the applicant for a franchise shall advance the cost of advertising the same.

Every such franchise shall require the grantee thereof to agree to a joint use of its property to others, wherever practicable, and nothing herein shall be construed as prohibiting the council from requiring other conditions not inconsistent with the constitution or general laws.

No franchise or privilege so granted shall be sold, leased, assigned or otherwise alienated without the express consent of the council given by ordinance and subject to the referendum.

Within six months after this Charter takes effect, every public utility and every owner of a public utility franchise, shall file with the city clerk, certified copies of all the franchises owned or claimed, or under which any such utility is operated.

The city shall compile and maintain a public record of all public utility franchises and of all public utility fixtures in the streets of the City of Oroville.

Commented [BR26]: Feeling is that this language could be restrictive - and recommend that the City follows applicable State laws here.

Article X~~X~~XVI. Miscellaneous

Sec. 1. Official records.

All books and records of every office and department shall be open to the inspection of any citizen during business hours, subject to proper rules and regulations for the efficient conduct of business of such department or office; provided, the records of the police department shall not be subject to such inspection except by permission of the proper police authorities.

Copies or extracts, duly certified, from said books and records open for inspection, shall be given by the officer having the same in custody to any person demanding the same and paying or tendering the fee for such copies or extracts, and an additional fee for certifying. The city council, by resolution duly adopted, shall set the fee to be charged for copies or extracts and for certifying.

All officers and boards shall deliver to their successors all papers, books, documents, records, archives, and other properties pertaining to their respective offices or departments, in their possession or under their control. (Amended by vote of the people, April 12, 1983)

Sec. 2. General laws applicable.
All general laws of the state applicable to municipal corporations now or hereafter enacted, and which are not in conflict with the provisions of this Charter, or with ordinances hereafter enacted, shall be applicable to the City of Oroville.

The council may adopt and enforce ordinances which in relation to municipal affairs, shall control as against the general laws of the state.

Provided, that where a procedure for the exercising of any rights or powers belonging to a city, is provided by statute of the State of California, such procedure shall control and be followed unless a different procedure is provided in, or by ordinance enacted under authority of this Charter. (1955, c. 185; amended by vote of the people, April 12, 1983)

Sec. 3. Continuing officers and employees.
All officers, assistants, and employees in office when this Charter takes effect, shall continue to hold and exercise their respective offices or employment, under and subject to the terms and provisions of this Charter until the election or appointment and qualification of their successors in the manner prescribed in this Charter.

Sec. 4. Continuing ordinances in force. All lawful ordinances, resolutions, and regulations in force at the time this Charter shall take effect,* and not inconsistent with its provisions, are hereby continued in force until the same shall have been duly amended, repealed or superseded.

- See note to section 7 of this article.

Sec. 5. Continuing contracts in force.
All vested rights of the city shall continue and shall not in any manner be affected by the adoption of this Charter, nor shall any right, liability, pending suit or prosecution, either in behalf of or against the city, be affected by the adoption of this Charter. All contracts entered into by the city prior to the taking effect of this Charter shall continue in full force and effect. All public work begun prior to the taking effect of this Charter shall be continued and perfected hereunder.

Sec. 6. Validity.
If any article, section, or part of a section of this Charter is held legally invalid, it shall not be held to invalidate or impair the validity of any other section or part of section, unless it clearly appears that such other section or part of a section is dependent for its operation upon the section or part of a section so held invalid.

Sec. 7. When Charter effective.*
This Charter shall go into effect upon its approval by the legislature, except for the purpose of electing the officers provided for herein; for which purpose it shall go into effect on the expiration of the terms of the present elected officials.

* **Editor's note:** The Charter was approved by the state legislature and filed with the secretary of state on January 27, 1933.

Article X~~VII~~~~XXI~~. Initiative Measure to Be Submitted Directly to the Voters*

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- Editor's note: This article was added in 2000.

Sec. 1. Title.
This measure shall be known as the People's Choice Prison Initiative (People's Initiative).

Sec. 2. Findings.
In order to maintain the quality of life as sought by the residents of the City of Oroville,

it is hereby accepted as a right and an obligation:

1. To preserve the current level of health and safety services and other welfare is- sues as they relate to the residents of the City of Oroville;
2. To maintain the right to an orderly and evenly distributed rate of growth, keeping within the ability of the city to accommodate growth without straining available resources, be they provided by man or be they natural;
3. To be able to preserve the quality of public services, health services, social workers, sewage treatment plants and landfill adequacy, which are often threatened by excessive and rapid population growth impacts.

In keeping within the process prescribed in the California Election Code, the voters of the City of Oroville hereby exercise their right to the Initiative process whereby a constituency may obtain the will of the voters to decide on important issues which impact them directly.

Therefore the people of the City of Oroville do ordain as follows:

Sec. 3. City of Oroville's boundaries, etc.

That the entire City of Oroville, and all the territory included within the city boundaries are hereby zoned prison-free by the enactment of this, the People's Initiative.

Sec. 4. Prison Initiative enacted.

Should this initiative be enacted, any consideration of prison or any facility that has a function of incarcerating or housing prisoners shall be put forth on the ballot for approval by the voters disclosing to them the following:

a. The proposed location of the prison;
b. The type of prison (e.g. maximum security, minimum security, etc.);
c. The size of prison;
d. How the various factors impacting the public shall be mitigated;
e. A commitment from the state, federal or any other agency that they will pay for the increased cost of direct and indirect services that result from the prison and that any cost incurred by the enforcement of this Section (4), Subparagraph (e) shall be borne by them;
f. Any and all potential changes to the disclosed information.

Sec. 5. Transmittal to State.

Upon adoption of this initiative, the city council shall immediately transmit a copy of the initiative to the Governor of the State of California, the California Department of Corrections, and all other appropriate state agencies.

Sec. 6. Severability.

If any subsection, part, subpart, paragraph, subparagraph, clause or phrase of this initiative or any amendments or revision of this initiative is for any reason held to be invalid, the remaining portions will not be affected, but will remain in full force and in effect.

Sec. 7. Amendment.

No part of this initiative shall be amended or repealed except by passage of a ballot measure approved by a majority of voting.

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~~MAYOR~~

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~~MAYOR~~

~~Office established Art. VIII, Sec. 1 Subpoena right Art. VIII, Sec. 2 Vice mayor Art. VIII, Sec. 1a~~

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~~OFFICERS, EMPLOYEES~~

~~See also Specific Officer Bonds Art. **XXI,** Sec. 2 Compensation Art. **XXI,** Sec. 4~~

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~~**PARK COMMISSION**~~

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~~**PLANNING COMMISSION**~~

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~~TREASURER, CITY~~

~~Office established Art. XV, Sec. 1~~

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City of Oroville

Resolution No. 9262

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE CALLING AND GIVING NOTICE OF AN ELECTION TO BE HELD ON NOVEMBER 5, 2024, SUBMISSION OF BALLOT MEASURE PROPOSALS TO APPROVE AMENDMENTS TO THE CITY CHARTER OF THE CITY OF OROVILLE BY THE ELECTORS OF THE CITY OF OROVILLE

WHEREAS, the City Council of the City of Oroville has determined that it is necessary and desirable to amend the City Charter to improve governance, enhance operational efficiency, and better serve the residents of Oroville; and

WHEREAS, Section 3 of Article XI of the California Constitution requires that proposed amendments to a City charter be submitted to the voters for approval; and

WHEREAS, the proposed amendments to the City Charter have been drafted and reviewed by the City Council, legal counsel, and appropriate stakeholders, ensuring they are in the best interests of the City and its residents; and

WHEREAS, the City Council desires to submit the proposed amendments to the City Charter to the voters at a special municipal election to be held on November 5, 2024;

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

1. **Election Called**: The City Council hereby calls a special municipal election to be held on November 5, 2024, for the purpose of submitting four questions to the qualified electors of the City of Oroville containing proposed amendments to the City Charter.
2. **Four Measures Submitted to Voters**: The questions to be submitted to the voters at the November 5, 2024 election shall be substantially in the following form:

2A. **MEASURE _____**

Shall the City of Oroville be amended to change the City Treasurer from an elected position to one that is appointed by the City Council?	**YES**
	NO

2B. MEASURE _____

Shall the City of Oroville Charter be amended to cause compensation for Council members and the Mayor to be required to be set by ordinance of the City Council	**YES**
	NO

2C. MEASURE _____

Shall the City of Oroville Charter be amended to repeal Articles XXVII Advertising the City and XXVIII Street and Other Public Improvements/Contracts, and to establish the Park Commission is an Advisory body to the City Council	**YES**
	NO

2D. MEASURE _____

Shall the City of Oroville Charter language be streamlined and updated including merging required departments and commissions into a single Charter Article and making associated clerical changes	**YES**
	NO

3. **Vote Requirement**: That the vote requirement for the measures each to pass are a majority (50%+1) of the votes cast.
4. **Full Text of Amendments**: The full text of the proposed amendments to the City Charter, as approved by the City Council, are attached hereto as Exhibit A and incorporated herein by this reference.
5. **Publication and Notice**: The City Clerk is hereby directed to publish notice of the election and perform all other duties as required by law in connection with the conduct of the election, including the publication of the full text of the proposed amendments and/or causing them to be made available for review at the City and on the City's website at no cost to members of the public as required by law.

6. **Election Procedures**: The election shall be conducted in accordance with the provisions of the Elections Code of the State of California and the ordinances of the City of Oroville pertaining to municipal elections.
7. **Severability**: If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution that can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are severable.
8. **Effective Date**: This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

_____

_____

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

City of Oroville

Resolution No. 9263

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 PURSUANT TO CALIFORNIA ELECTIONS CODE SECTION 10403

WHEREAS, the City Council of the City of Oroville has called for a special municipal election to be held on November 5, 2024 for the purpose of submitting four measures to the voters regarding proposed amendments to the City Charter; and

WHEREAS, it is desirable that the special municipal election be consolidated with the statewide general election to be held on November 5, 2024, and that within the City, the precincts, polling places, and election officers of the two elections be the same, and that the County Election Department of the County of Butte canvass the returns of the special municipal election and that the election be held in all respects as if there were only one election; and

WHEREAS, California Elections Code Section 10403 authorizes the consolidation of a special municipal election with a statewide general election;

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

1. **Request for Consolidation:** Pursuant to the requirements of California Elections Code Section 10403, the Board of Supervisors of the County of Butte is hereby requested to consolidate the special municipal election of the City of Oroville to be held on November 5, 2024 with the statewide general election to be held on November 5, 2024, for the purpose of submitting four measures to the voters regarding proposed amendments to the City Charter.
2. **Conduct of Election:** The County Election Department is authorized to canvass the returns of the special municipal election. The election shall be held and conducted in the manner prescribed in Elections Code Section 10418.
3. **Election Services**: The Board of Supervisors of the County of Butte is requested to issue instructions to the County Election Department to take any and all steps necessary for the holding of the consolidated election.

4. **Costs for Conducting Election**: The City council hereby authorizes the City staff to reimburse the County of Butte in full for any of the services it provides in connection with this election, upon presentation of a bill to the City.
5. **Publication and Notice:** The City Clerk is directed to file a certified copy of this resolution with the Board of Supervisors of the County of Butte and to the County Election Department, and to publish notice of the election and perform all other duties as required by law in connection with the conduct of the election.
6. **Severability:** If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution that can be given effect without the invalid provision or application, and to this end, the provisions of this Resolution are severable.
7. **Effective Date**: This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 4th day of June, 2024 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

ATTEST:

_____

_____

Kayla Reaster, Assistant City Clerk

David Pittman, Mayor

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **EMPLOYMENT CONTRACT WITH ALSSYA STUTZ FOR POSITION OF ASSISTANT DIRECTOR, PUBLIC WORKS**

DATE: **JUNE 4, 2024**

SUMMARY

The Council will consider entering into an employment contract between the City of Oroville and Alyssa Stutz for the position of Assistant Director, Public Works.

DISCUSSION

A recruitment for the position of Assistant Director, Public works was recently conducted and Alyssa Stutz has been selected for this position.

Staff have prepared an employment contract with Mrs. Stutz with a starting salary of $151,602 (Step G of the Department Heads salary schedule) for a term of three years, from June 17, 2024, until June 16, 2027.

FISCAL IMPACT

There are sufficient appropriations in the Fiscal Year 2024-25 budget.

RECOMMENDATION

Adopt Resolution No. XXX- A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ.

ATTACHMENTS:

Employment Contract.

OROVILLE CITY COUNCIL
RESOLUTION NO. XXXX

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ

(Agreement No. XXXX)

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

1. The Mayor is hereby authorized and directed to execute an employment agreement between the City of Oroville and Alyssa Stutz. A copy is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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

EMPLOYMENT AGREEMENT FOR ASSISTANT DIRECTOR OF PUBLIC WORKS BETWEEN THE CITY OF OROVILLE AND ALYSSA STUTZ

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Alyssa Stutz ("Stutz"), collectively, the "Parties", effective June 16, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Stutz as its Assistant Director of Public Works; and

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

WHEREAS, Stutz desires to be employed as the Assistant Director of Public Works of the City.

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

Section 1. Duties:

City hereby agrees to employ Stutz as the Assistant Director of Public Works of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him/her.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 16, 2024, and shall continue until June 16, 2027. On or before January 16, 2027, Stutz shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Stutz of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Stutz shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Stutz resigns her position as Assistant Director of Public Works before the expiration date of the initial or any extended term of this Agreement, Stutz shall give the City a sixty (60) day written notice in advance. In such event, Stutz shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Stutz make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Stutz from her position, without cause, as Assistant Director of Public Works, the City shall pay Stutz a lump-sum cash payment equal to six (6) months' salary. In addition, Stutz shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Stutz is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses

to terminate the agreement, Stutz shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Stutz agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Stutz becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Stutz acknowledges and agrees that her job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to appoint Stutz at Step G on the salary schedule, an annual base salary of $151,602, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2025 Cost-of-living increase: Effective January 1, 2025, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Cost-of-living increase: Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Stutz each year of the contract and during any extension period of the contract. Upon the Council's concurrence with a satisfactory review, Stutz will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Stutz. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Stutz. The City Administrator's evaluation of Stutz will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Stutz's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Stutz shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Stutz shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:
When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Stutz shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Stutz shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Stutz suitable for her use while performing her duties as the Assistant Director of Public Works or compensate her, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Upon hire, Stutz shall be credited with a front-loaded amount of forty (40) hours of sick leave representing the first five months of sick leave accrual. The front-loaded sick leave shall be immediately available for use for any qualifying illness or injury. Stutz shall thereafter continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Stutz shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Upon hire, Stutz shall be credited with a front-loaded amount of forty (40) hours of accrued vacation. The front-loaded vacation leave shall be immediately available for use in compliance with the City's policies on vacation leave use. Stutz shall begin to accumulate additional vacation leave at the rate of fifteen (15) working days of vacation per year. After three years as Assistant Director of Public Works, on the anniversary date, Stutz's accrual shall increase from fifteen (15) working days per year to twenty (20) working days per year. Thereafter, one additional day per year shall be added to the accumulation rate, above, on the employees' next anniversary date in his/her assistant department head position until a maximum rate of 25 days per year is reached.

Beginning May 21, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Stutz may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Stutz and her eligible dependents.

City Paid Medical Benefit After Retirement:

This section will terminate in five years on June 4, 2029, without reconsideration by the City Council. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

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

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

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

Section 13. Technology Fee:

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

Section 14. Retirement:

Stutz will pay 7% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Stutz and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

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

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

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Stutz shall only accept outside employment that involves teaching or training related to her profession and any existing

agreements. Any outside employment shall not interfere with Stutz's duties while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Stutz necessary for her continuation and full participation in national, regional, state, and local associations and organizations as are desirable for her continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Stutz for professional and official travel, meetings, and occasions to continue the professional development of Stutz, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Stutz serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Stutz for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Stutz, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Stutz is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all Stutz's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Stutz against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Stutz's duties as Assistant Director of Public Works, except for any civil action or proceeding brought against Stutz for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Stutz under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Stutz that Stutz is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Stutz serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Stutz acknowledges and agrees that she is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO Stutz: Stutz at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Stutz.
C. This Agreement shall not be assigned by Stutz or City.
D. This Agreement shall not be modified without the written consent of Stutz and City.
E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Alyssa Stutz, Assistant Director of Public Works

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

FROM: **BRIAN RING, CITY ADMINISTRATOR**

RE: **APPROVAL OF UPDATED SALARY TABLES FOR ASSISTANT POLICE CHIEF AND POLICE CHIEF AND APPROVAL OF CONTRACT AMENDMENTS FOR ALL CONTRACTED STAFF**

DATE: **JUNE 4, 2024**

SUMMARY

The City Council is requested to adopt the resolutions necessary to approve the amendments to contracted staff contracts and to approve a new salary table for the Assistant Chief of Police and Police Chief.

DISCUSSION

Following completion of negotiations with represented employees, City Administrator Brian Ring with assistance from Assistant City Attorney David Ritchie and HR Manager Liz Ehrenstrom engaged in extensive revisions to Department Head Contracts.

Some of the key changes are:

No changes to the Term (Duration) of the existing contracts

Drug testing policy section modified to conform with current law

Implements pay increases for (non-police department heads): One-time payments in lieu of increases as specified in the Agreements for 2024. One-time payments in lieu of COLA increases in 2025 and 2026 based on CPI not to exceed 5%, but no less than 3%.

Implements pay increases for police department command staff positions according to a new salary table with a one-time “True-up” increase for 2024 to make the total increase in 2024 3%, and COLA increases in 2025 and 2026.

Implements a cap of 3x annual accrual to vacation time (eliminates the prior unlimited accrual of vacation time) and adds a mandatory buy-back of excess accruals over a period of the next two years.

Implements the formula for longevity retiree medical premiums for department heads. This is the formula previously approved by Council.

Implements the “Juneteenth” holiday in department head contracts, consistent with all other employees of the City.

Streamlines and updates the contract language of each Agreement.

In addition, staff are recommending that the new salaries be set for the Assistant Chief of Police and the Police Chief.

FISCAL IMPACT

Changes are included in existing budget

RECOMMENDATION

Approve the attached resolutions

ATTACHMENTS

Resolution Amending the Employment Agreement with Public Works Director Fred Mayo and Employment Agreement between the City and Fred Mayo

Resolution Amending the Employment Agreement with Director of Business Assistance and Housing Development Amy Bergstrand and Employment Agreement between the City and Director of Business Assistance and Housing Development Amy Bergstrand

Resolution Amending the Employment Agreement with Finance Director Ruth Duncan and Employment Agreement between the City and Finance Director Ruth Duncan

Resolution Amending the Employment Agreement with Director of Community Development Pat Piatt and Employment Agreement between the City and Director of Community Development Pat Piatt

Resolution Amending the Employment Agreement with Director of Code Enforcement Ron Belser and Employment Agreement between the City and Director of Code Enforcement Ron Belser

Resolution Amending the Employment Agreement with Assistant Police Chief Jess Darnell and Employment Agreement between the City and Assistant Police Chief Jess Darnell

Resolution Amending the Employment Agreement with Police Chief Bill LaGrone and Amendment to employment agreement between the City and Police Chief Bill LaGrone

Resolution Amending the Employment Agreement with City Administrator Brian Ring and Employment Agreement between the City and City Administrator Brian Ring

Updated Salary Table for Assistant Chief and Chief of Police and Resolution Approving Updated Salary Table for Assistant Chief of Police and Chief of Police Classifications

OROVILLE CITY COUNCIL
RESOLUTION NO. _____

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 FRED MAYO

(Agreement No. _____)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Fred Mayo. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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

EMPLOYMENT AGREEMENT FOR DIRECTOR OF PUBLIC WORKS BETWEEN THE CITY OF OROVILLE AND FRED MAYO

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Fred Mayo ("Mayo"), collectively, the "Parties", effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Mayo as its Director of Public Works; and

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

WHEREAS, Mayo desires to be employed as the Director of Public Works of the City.

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

Section 1. Duties:

City hereby agrees to employ Mayo as the Director of Public Works of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him/her.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until July 31, 2026. On or before January 31, 2026, Mayo shall give written notice to City if he wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Mayo of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Mayo shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Mayo resigns his position as Director of Public Works before the expiration date of the initial or any extended term of this Agreement, Mayo shall give the City a sixty (60) day written notice in advance. In such event, Mayo shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Mayo make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Mayo from his position, without cause, as Director of Public Works, the City shall pay Mayo a lump-sum cash payment equal to six (6) months' salary. In addition, Mayo shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Mayo is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses to terminate the agreement, Mayo shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Mayo agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Mayo becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Mayo acknowledges and agrees that his job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to maintain Mayo at Step F of the department head salary schedule, an annual base salary of $158,028, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2024 Payment in Lieu of Cost-of-living Increase: Mayo shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level this payment is calculated to be $4,741, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Mayo each year of the contract and during any extension period of the contract. Upon the Council's concurrence with a satisfactory review, Mayo will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Mayo. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Mayo. The City Administrator's evaluation of Mayo will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Mayo's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Mayo shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Mayo shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be

taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Mayo shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Mayo shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Mayo suitable for his use while performing his duties as the Director of Public Works or compensate him, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:

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

Section 10.2 Vacation Leave:

Mayo shall accumulate vacation leave at the rate of fifteen (15) working days of vacation per year. After three years as Director of Public Works, on the anniversary date, Mayo's accrual shall increase from fifteen (15) working days per year to twenty (20) working days per year. Thereafter, one additional day per year shall be added to the accumulation rate, above, on the employees' next anniversary date in his department head position until a maximum rate of 25 days per year is reached.

Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Mayo may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Mayo and his eligible dependents.

City Paid Medical Benefit after Retirement

This section will terminate in five years on June 4, 2029, without reconsideration or negotiations with the Department Head. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

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

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

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

Section 13. Technology Fee:

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

Section 14. Retirement:

Mayo will pay 7% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Mayo and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

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

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

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Mayo shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with Mayo's duties while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Mayo necessary for his continuation and full participation in national, regional, state, and local associations and organizations as are desirable for his continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Mayo for professional and official travel, meetings, and occasions to continue the professional development of Mayo, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Mayo serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Mayo for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Mayo, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Mayo is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all Mayo's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Mayo against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Mayo's duties as Director of Public Works, except for any civil action or proceeding brought against Mayo for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Mayo under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Mayo that Mayo is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Mayo serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Mayo acknowledges and agrees that he is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO Mayo: Mayo at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Mayo.
C. This Agreement shall not be assigned by Mayo or City.
D. This Agreement shall not be modified without the written consent of Mayo and City.
E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Fred Mayo, Director of Public Works

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. _____

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

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Amy Bergstrand. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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

EMPLOYMENT AGREEMENT FOR DIRECTOR OF BUSINESS ASSISTANCE AND HOUSING DEVELOPMENT BETWEEN THE CITY OF OROVILLE AND AMY BERGSTRAND

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Amy Bergstrand ("Bergstrand"), collectively, the "Parties", effective June 4, 2024. The Parties hereby agree as follows:

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

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

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

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

Section 1. Duties:

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

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until March 15, 2026. On or before October 15, 2025, Bergstrand shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Bergstrand of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Bergstrand shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Bergstrand resigns her position as Director of Business Assistance and Housing Development before the expiration date of the initial or any extended term of this Agreement, Bergstrand shall give the City a sixty (60) day written notice in advance. In such event, Bergstrand shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Bergstrand make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Bergstrand from her position, without cause, as Director of Business Assistance and Housing Development, the City shall pay Bergstrand a lump-sum cash payment equal to six (6) months' salary. In addition, Bergstrand shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Bergstrand is discharged for cause or for conviction of a crime, City shall have no obligation

to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses to terminate the agreement, Bergstrand shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Bergstrand agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Bergstrand becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Bergstrand acknowledges and agrees that her job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to adjust Bergstrand from Step C to Step E of the department head salary schedule, to an annual base salary of $150,123, effective May 27, 2024, and payable at the same time and manner as other Council Appointed Employees of the City are paid. Bergstrand shall also be provided with a one-time payment, paid along with the next regularly scheduled payroll following City Council adoption of this Agreement, in the amount of $2900.00, less any applicable tax withholdings.

2024 Payment in Lieu of Cost-of-living Increase: Bergstrand shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level (Step C) this payment is calculated to be $4,065, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Bergstrand each year of the contract and during any extension period of the contract. Upon the Council's concurrence with the satisfactory review, Bergstrand will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Bergstrand. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in

consultation with Bergstrand. The City Administrator's evaluation of Bergstrand will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Bergstrand's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Bergstrand shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Bergstrand shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Bergstrand shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Bergstrand shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Bergstrand suitable for her use while performing her duties as the Director of Business Assistance and Housing Development or compensate her, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Bergstrand shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Bergstrand shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Bergstrand shall accumulate vacation leave at the rate of twenty-one (21) working days of vacation per year. One additional day per year shall be added to the accumulation rate, above, on the employees' anniversary date in her department head position until a maximum rate of 25 days per year is reached.

Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Bergstrand may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

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The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Bergstrand and her eligible dependents.

City Paid Medical Benefit after Retirement

This section will terminate in five years on June 4, 2029, without reconsideration or negotiations with the Department Head. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

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

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

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

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

Section 14. Retirement:

Bergstrand will pay 7% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Bergstrand and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

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

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

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Bergstrand shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with Bergstrand's duties while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Bergstrand necessary for her continuation and full participation in national, regional, state, and local associations and organizations as are desirable for her continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Bergstrand for professional and official travel, meetings, and occasions to continue the professional development of Bergstrand, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Bergstrand serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Bergstrand for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Bergstrand, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Development Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Bergstrand is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Bergstrand's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Bergstrand against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Bergstrand's duties as Director of Business Assistance and Housing Development, except for any civil action or proceeding brought against Bergstrand for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Bergstrand under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Bergstrand that Bergstrand is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Bergstrand serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Bergstrand acknowledges and agrees that she is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO BERGSTRAND: Bergstrand at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Bergstrand.
C. This Agreement shall not be assigned by Bergstrand or City.
D. This Agreement shall not be modified without the written consent of Bergstrand and City.
E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Amy Bergstrand, Director of Business Assistance and Housing Development

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. _____

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 RUTH DUNCAN

(Agreement No. _____)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Ruth Duncan. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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

EMPLOYMENT AGREEMENT FOR ASSISTANT CITY ADMINISTRATOR/DIRECTOR OF FINANCE BETWEEN THE CITY OF OROVILLE AND RUTH DUNCAN

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Ruth Duncan ("Duncan"), collectively, the "Parties", effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Duncan as its Assistant City Administrator/Director of Finance; and

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

WHEREAS, Duncan desires to be employed as the Assistant City Administrator/Director of Finance (Director of Finance) of the City.

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

Section 1. Duties:

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

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until May 17, 2025. On or before November 17, 2024, Duncan shall give written notice to City if she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Duncan of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Duncan shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Duncan resigns her position as Director of Finance before the expiration date of the initial or any extended term of this Agreement, Duncan shall give the City a sixty (60) day written notice in advance. In such event, Duncan shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Duncan make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Duncan from her position, without cause, as Director of Finance, the City shall pay Duncan a lump-sum cash payment equal to six (6) months' salary. In addition, Duncan shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Duncan is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses to

terminate the agreement, Duncan shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Duncan agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Duncan becomes permanently disabled or is otherwise unable to perform her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Duncan acknowledges and agrees that her job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to place Duncan at Step H of the department head salary schedule, an annual base salary of $175,100, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2024 Payment in Lieu of Cost-of-living Increase: Duncan shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level (Step G) this payment is calculated to be $5,250, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

(If Applicable) 2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Duncan each year of the contract and during any extension period of the contract. Upon the Council's concurrence with the satisfactory review, Duncan will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Duncan. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Duncan. The City Administrator's evaluation of Duncan will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Duncan's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Duncan shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Duncan shall be required

to devote a great deal of time outside of normal office hours on business of City, and to that end she shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Duncan shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against her sick leave. Before taking such leave, Duncan shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Duncan suitable for her use while performing her duties as the Director of Finance or compensate her, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Duncan shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Duncan shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Duncan shall accumulate vacation leave at the maximum rate of twenty-five (25) working days of vacation per year. Upon ratification of this Agreement, Duncan shall be credited with eight (8) additional days of vacation time into her accrued vacation leave bank.

Beginning June 4, 2026, Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation, there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Duncan may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The

City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Duncan and her eligible dependents.

City Paid Medical Benefit after Retirement

This section will terminate in five years on June 4, 2029, without reconsideration or negotiations with the Department Head. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

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

1. New Year's Day
2. Martin Luther King Day
3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day9. Veteran's Day
10. Thanksgiving Day
11. The Day After Thanksgiving Day
12. Last Workday Before Christmas Day
13. Christmas Day

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

Section 13. Technology Fee:

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

Section 14. Retirement:

Duncan will pay 7% of the employee share of her CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Duncan and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

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

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

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Duncan shall only accept outside employment that involves teaching or training related to her profession and any existing agreements. Any outside employment shall not interfere with Duncan's duties while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Duncan necessary for her continuation and full participation in national, regional, state, and local associations and organizations as are desirable for her continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Duncan for professional and official travel, meetings, and occasions to continue the professional development of Duncan, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Duncan serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Duncan for short courses, institutes and seminars that are necessary for her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Duncan, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Duncan is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Duncan's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Duncan against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Duncan's duties as Director of Finance, except for any civil action or proceeding brought against Duncan for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Duncan under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Duncan that Duncan is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Duncan serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Duncan acknowledges and agrees that she is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965

B. TO DUNCAN: Duncan at her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.

B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Duncan.

C. This Agreement shall not be assigned by Duncan or City.

D. This Agreement shall not be modified without the written consent of Duncan and City.

E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Ruth Duncan, Assistant City Administrator / Director of Finance

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. _____

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 PAT PIATT

(Agreement No. _____)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Pat Piatt. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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

EMPLOYMENT AGREEMENT FOR DIRECTOR OF COMMUNITY DEVELOPMENT BETWEEN THE CITY OF OROVILLE AND PATRICK PIATT

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Patrick Piatt ("Piatt"), collectively, the "Parties", effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Piatt as its Director of Community Development; and

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

WHEREAS, Piatt desires to be employed as the Director of Community Development of the City.

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

Section 1. Duties:

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

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until August 7, 2026. On or before February 7, 2026 Piatt shall give written notice to City if he wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Piatt of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Piatt shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Piatt resigns his position as Director of Community Development before the expiration date of the initial or any extended term of this Agreement, Piatt shall give the City a sixty (60) day written notice in advance. In such event, Piatt shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Piatt make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Piatt from his position, without cause, as Director of Community Development, the City shall pay Piatt a lump-sum cash payment equal to six (6) months' salary. In addition, Piatt shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Piatt is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses

to terminate the agreement, Piatt shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Piatt agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Piatt becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Piatt acknowledges and agrees that his job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to adjust Piatt from Step C to Step D of the department head salary schedule, to an annual base salary of $142,619, effective May 27, 2024, and payable at the same time and manner as other Council Appointed Employees of the City are paid. Piatt shall also be provided with a one-time payment, paid along with the next regularly scheduled payroll following City Council adoption of this Agreement, in the amount of $2175.00, less any applicable tax withholdings.

2024 Payment in Lieu of Cost-of-living Increase: Piatt shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level this payment is calculated to be $4,065, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Piatt each year of the contract and during any extension period of the contract. Upon the Council's concurrence with the satisfactory review, Piatt will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Piatt. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Piatt. The City Administrator's evaluation of Piatt will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Piatt's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Piatt shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Piatt shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Piatt shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Piatt shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Piatt suitable for his use while performing his duties as the Director of Community Development or compensate him, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Piatt shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Piatt shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Piatt shall accumulate vacation leave at the rate of twenty (20) working days of vacation per year. One additional day per year shall be added to the accumulation rate, above, on the employees' anniversary date in his department head position until a maximum rate of 25 days per year is reached.

Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Wright may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Piatt and his/her eligible dependents.

City Paid Medical Benefit after Retirement

This section will terminate in five years on June 4, 2029, without reconsideration or negotiations with the Department Head. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

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

1. New Year's Day
2. Martin Luther King Day

3. Lincoln's Birthday
4. President's Day
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Veteran's Day
10. Thanksgiving Day
11. The Day After Thanksgiving Day
12. Last Workday Before Christmas Day
13. Christmas Day

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

Section 13. Technology Fee:

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

Section 14. Retirement:

Piatt will pay 7% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Piatt and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

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

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

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Piatt shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with Piatt's duties as while employed by

the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Piatt necessary for his continuation and full participation in national, regional, state, and local associations and organizations as are desirable for his continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Piatt for professional and official travel, meetings, and occasions to continue the professional development of Piatt, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Piatt serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Piatt for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Piatt, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Piatt is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Piatt's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Piatt against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Piatt's duties as Director of Community Development, except for any civil action or proceeding brought against Piatt for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Piatt under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Piatt that Piatt is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Piatt serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Piatt acknowledges and agrees that he is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO PIATT: Piatt at his/her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Piatt.
C. This Agreement shall not be assigned by Piatt or City.
D. This Agreement shall not be modified without the written consent of Piatt and City.
E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Patrick Piatt, Director of Community Development

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. _____

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 RON BELSER

(Agreement No. _____)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Ron Belser. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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

EMPLOYMENT AGREEMENT FOR DIRECTOR OF CODE ENFORCEMENT BETWEEN THE CITY OF OROVILLE AND RON BELSER

The employment agreement (“Agreement”) is made by and between the City of Oroville ("City") and Ron Belser ("Belser"), collectively, the “Parties”, effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Belser as its Director of Code Enforcement; and

WHEREAS, it is the desire of the City Council (“Council”) of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Belser; and

WHEREAS, Belser desires to be employed as the Director of Code Enforcement of the City.

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

Section 1. Duties:

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

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until January 18, 2026. On or before July 18, 2025, Belser shall give written notice to City if he wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Belser of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Belser shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Belser resigns his position as Director of Code Enforcement before the expiration date of the initial or any extended term of this Agreement, Belser shall give the City a sixty (60) day written notice in advance. In such event, Belser shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Belser make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Belser from his position, without cause, as Director of Code Enforcement, the City shall pay Belser a lump-sum cash payment equal to six (6) months’ salary. In addition, Belser shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Belser is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses to terminate the agreement, Belser shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Belser agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Belser becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Belser acknowledges and agrees that his job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to maintain Belser at Step E of the department head salary schedule, to an annual base salary of $150,123 and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2024 Payment in Lieu of Cost-of-living Increase: Belser shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level (Step C) this payment is calculated to be $4,065, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Council shall direct the City Administrator to complete a performance evaluation of Belser each year of the contract and during any extension period of the contract. Upon the Council's concurrence with the satisfactory review, Belser will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the City Administrator and Belser. Such criteria may be added to or deleted from, as the City Administrator may determine from time to time, in consultation with Belser. The City Administrator's evaluation of Belser will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Belser's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Belser shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Belser shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave,

up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Belser shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Belser shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Belser suitable for his use while performing his duties as the Director of Code Enforcement or compensate him, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Belser shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Belser shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Belser shall accumulate vacation leave at the rate of twenty-one (21) working days of vacation per year. One additional day per year shall be added to the accumulation rate, above, on the employees' anniversary date in his department head position until a maximum rate of 25 days per year is reached.

Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
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> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
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In addition to the above mandatory draw-down schedule for excess vacation, Belser may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains

sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

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This section will terminate in five years on June 4, 2029, without reconsideration or negotiations with the Department Head. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

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5. Memorial Day
6. Juneteenth
7. Independence Day
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Belser will pay 7% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Belser and City agree to negotiate terms for the implementation of any increase.

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

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City agrees to budget for and to pay for professional dues and subscriptions of Belser necessary for his continuation and full participation in national, regional, state, and local associations and organizations as are desirable for his continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

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A. City agrees to budget for and to pay for travel and subsistence expenses of Belser for professional and official travel, meetings, and occasions to continue the professional development of Belser, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Belser serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Belser for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Belser, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Development Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Belser is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Belser's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Belser against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Belser's duties as Director of Code Enforcement, except for any civil action or proceeding brought against Belser for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Belser under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Belser that Belser is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Belser serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Belser acknowledges and agrees that he is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965

B. TO BELSER: Belser at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.

B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Belser.

C. This Agreement shall not be assigned by Belser or City.

D. This Agreement shall not be modified without the written consent of Belser and City.

E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Ron Belser, Director of Code Enforcement

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. _____

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 JESS DARNELL

(Agreement No. _____)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Jess Darnell. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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

EMPLOYMENT AGREEMENT FOR ASSISTANT POLICE CHIEF BETWEEN THE CITY OF OROVILLE AND JESS DARNELL

The employment agreement (“Agreement”) is made by and between the City of Oroville ("City") and Jess Darnell ("Darnell"), collectively, the “Parties”, effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Darnell as its Assistant Police Chief; and

WHEREAS, it is the desire of the City Council (“Council”) of the City to provide certain benefits, to establish certain conditions of employment and to set working conditions for Darnell; and

WHEREAS, Darnell desires to be employed as the Assistant Police Chief of the City.

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

Section 1. Duties:

City hereby agrees to employ Darnell as the Assistant Chief of Police of the City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City, the approved job description (which may all be amended from time to time) and such other legally permissible and proper duties and functions as the Council shall from time-to-time assign to him. Within thirty months, Darnell shall obtain the Supervisory Certificate and Management Certificate from the California Commission on Police Officer Standards and Training.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until January 7, 2027 at which time Darnell may request a 2-year extension of this contract. On or before July 7, 2026, Darnell shall give written notice to City if he/she wishes to extend the agreement on the same terms and conditions. Thereafter the Council shall determine, within 30 days, whether it wishes to continue and/or extend the agreement and shall give written notice to Darnell of its decision. If the Council approves the continuation and/or extension, the parties shall meet to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this Agreement shall terminate as outlined above, and thereafter Darnell shall not be entitled to any compensation except for any accrued vested benefits as listed below.

B. If Darnell resigns his/her position as Assistant Police Chief before the expiration date of the initial or any extended term of this Agreement, Darnell shall give the City a sixty (60) day written notice in advance. In such event, Darnell shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Darnell make such request.

C. City or Darnell, as an at-will employee, may terminate this Agreement at any time with or without cause. If the City discharges Darnell from his/her position, without cause, as Assistant Police Chief, the City shall pay Darnell a lump-sum cash payment equal to six (6) months’ salary. In addition, Darnell shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Darnell is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time.

In any event, if the City chooses to terminate the agreement, Darnell shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination. Personnel actions affecting Darnell shall be subject to adherence with the requirements of the California Peace Officer Bill of Rights Act, Government Code Sections 3300 et. seq.

Section 3. Drug Testing Policy:

Darnell agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Darnell becomes permanently disabled or is otherwise unable to perform his/her duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Darnell acknowledges and agrees that his or her job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to place Darnell at Step D of the Assistant Chief salary schedule, an annual base salary of $132,391, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

2024 One-time Payment: Upon ratification, the City shall provide Darnell with a one-time payment of $1,928.18 less applicable withholdings in lieu.

2025 Cost-of-living increase: Effective January 1, 2025, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Cost-of-living increase: Effective January 1, 2026, the City shall implement a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Chief of Police shall complete a performance evaluation of Darnell each year of the contract and during any extension period of the contract. Upon the City Administrator's concurrence with the satisfactory review, Darnell will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by the Police Chief, City Administrator and Darnell. Such criteria may be added to or deleted from, as the Police Chief and City Administrator may determine from time to time, in consultation with Darnell. The evaluation of Darnell will be shared with the Mayor and Council. The Mayor and Council may add additional comments to Darnell's final evaluation.

Section 7. Hours of Work; Administrative Leave:

Darnell shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Darnell shall be required

to devote a great deal of time outside of normal office hours on business of City, and to that end he/she shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours, shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Darnell shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his/her sick leave. Before taking such leave, Darnell shall notify the City Administrator in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Darnell suitable for his/her use while performing his/her duties as the Assistant Police Chief or compensate him/her, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Darnell shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Darnell shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Darnell shall accumulate vacation leave at the rate of fifteen (15) working days of vacation per year. After three years as Assistant Chief of Police, on the anniversary date, Darnell's accrual shall increase from fifteen (15) working days per year to twenty (20) working days per year. Thereafter, one additional day per year shall be added to the accumulation rate, above, on the employees' next anniversary date in his/her position until a maximum rate of 25 days per year is reached.

Beginning May 21, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 3: On the payday for the period including November 21, 2025 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 4: On the payday for the period including May 21, 2026 all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Darnell may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Darnell and his/her eligible dependents.

City Paid Medical Benefit After Retirement:

This section will terminate on June 4, 2029, without reconsideration by the City Council. The Oroville City Council, at its sole discretion, may reinstate and/or continue this program if it is economically sustainable.

1. The City agrees to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only, after retirement to employees who have completed 25 years of service or 20 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. For example: An employee that has 2%@55 CalPERS formula would be eligible for retiree medical insurance after 20 years of service and is at least 60 years old. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

2. The City agrees to provide 75% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 15 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive Medicare benefits. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

3. The City agrees to provide 50% of the cost for the least expensive health insurance plan available for employees for employee only, after retirement for employees who have completed 10 years of service with the City of Oroville and are at least 5 years past their earliest retirement date provide by their

CalPERS retirement plan. This benefit will continue until the employee reaches the age required to receive the Medicare benefit. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

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

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

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

Section 13. Technology Fee:

City shall provide a technology allowance to Darnell in the amount of $100/month to compensate him/her for the use of his/her private cell phone and laptop/tablet for City business unless such cell phone and laptop/tablet are provided by City.

Section 14. Uniform Allowance:

On the first pay period in December, and each first pay period in December thereafter; Darnell shall receive an annual clothing allowance of $950.00. This will constitute the clothing allowance for the following calendar year.

The City agrees to provide Darnell with the following uniform insignia:

1) Patches - up to 8 sets per year as needed
2) Pins - as needed
3) Badge

Section 15. Retirement:

Darnell, who is a new member to CalPERS, will pay 50% of the normal cost, as determined by CalPERS each year, plus an additional 3% cost sharing contribution. “New members” (also referred to as PEPRA CalPERS members) shall be defined as individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

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

unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

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

Section 16. Deferred Compensation Plan:

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

Section 17. Outside Employment:

During the term of the Agreement, and any extensions thereof, Darnell shall only accept outside employment that involves teaching or training related to his/her profession and any existing agreements. Any outside employment shall not interfere with Darnell's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 18. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Darnell necessary for his/her continuation and full participation in national, regional, state, and local associations and organizations as are desirable for his/her continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 19. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Darnell for professional and official travel, meetings, and occasions to continue the professional development of Darnell, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Darnell serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Darnell for short courses, institutes and seminars that are necessary for his/her professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 20. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Darnell, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 21. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Darnell is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all Darnell's civic club membership expenses.

Section 22. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Darnell against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Darnell's duties as Assistant Police Chief, except for any civil action or proceeding brought against Darnell for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 23. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Darnell under any law or ordinance.

Section 24. Other Terms and Conditions of Employment:

It is understood and agreed by City and Darnell that Darnell is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Darnell serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Darnell acknowledges and agrees that he/she is otherwise subject to all other City Personnel Rules and Regulations.

Section 25. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965

B. TO Darnell: Darnell at his/her permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 26. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.

B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Darnell.

C. This Agreement shall not be assigned by Darnell or City.

D. This Agreement shall not be modified without the written consent of Darnell and City.

E. If any provision, or any portion thereof, contained in this Agreement is held un-constitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held May 21, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Jess Darnell, Assistant Police Chief

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. _____

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 BILLY LA GRONE

(Agreement No. _____)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Bill La Grone. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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

Section 14. Retirement:

EMPLOYEE will pay 9% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above 9% during the term of this agreement or any extensions, EMPLOYEE and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for EMPLOYEE.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, EMPLOYEE shall have the option to convert his unused sick leave balance to CalPERS service credit or he may convert it to a dollar value account at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement, to pay premiums for medical, dental and vision insurance. EMPLOYEE may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

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

Subject is eligible for Medical longevity as previously approved by the City Council 20 years of service plus 5 years past earliest retirement date allows employee to be eligible for medical until age 65 when employee becomes eligible for Medicare

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

During the term of the agreement, and any extensions thereof, EMPLOYEE shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with EMPLOYEE's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local

OROVILLE CITY COUNCIL
RESOLUTION NO. 9119

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 BILLY LA GRONE

(Agreement No. 1969-11)

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

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Bill La Grone. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on December 20, 2022, by the following vote:

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

NOES: None

ABSTAIN: None

ABSENT: Thomson

Chuck Reynolds, Mayor

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

ATTEST:

Jackie Glover, Assistant City Clerk

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF OROVILLE AND BILLY LAGRONE

This employment agreement ("Agreement") is made and entered into on December 20, 2022, by and between the City of Oroville ("City") and Billy LaGrone ("EMPLOYEE") both of whom understand as follows:

Witnessed:

WHEREAS, City desires to employ the services of LaGrone as its Chief of Police; and

WHEREAS, it is the desire of the City Council ("Council") of the City to provide certain benefits, to establish wages, hours, terms and conditions of employment for LaGrone; and

WHEREAS, LaGrone desires to accept employment as the Chief of Police for the City of Oroville.

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

Section 1. Duties:

City hereby agrees to employ EMPLOYEE as the Chief of Police of the City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City, the approved job description (which may be amended from time to time) and such other legally permissible and proper duties and functions as the Council shall from time to time assign to him.

Section 2. Term; Termination; Severance Compensation:

A. The term of this Agreement shall be January 4, 2023 through January 5, 2025. EMPLOYEE agrees to remain in the employ of City during the term of this Agreement and shall not become employed by any other city or entity until the expiration date of this agreement, subject to the provisions of Subsection 2.B of this Agreement.

B. If EMPLOYEE resigns his position as the Chief of Police before the expiration date of the initial or any extended term of the agreement, EMPLOYEE shall give City a 60-day written notice in advance. In such event, EMPLOYEE shall not be entitled to the severance compensation provided for in Section 2.C. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than 30 days without penalty should EMPLOYEE make such request.

C. As an at will employee, City may terminate this agreement at any time with or without cause. If the City discharges EMPLOYEE from his position, without cause, as Chief of Police, the City shall pay EMPLOYEE a lump-sum cash payment equal to six months salary. In addition, EMPLOYEE shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation and administrative leave. The City shall not contribute any payment towards continued health insurance (i.e. COBRA) or any other benefits contained in this Agreement, including but not limited to vehicle allowance and technology allowance. However, in the event EMPLOYEE is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation except for any vested benefits. In any event, if the City chooses to terminate the agreement, EMPLOYEE shall have the opportunity to retire from City employment through PERS, in lieu of termination.

D. On or before June 30, 2024, EMPLOYEE shall give written notice to City if he wishes to extend the agreement. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to EMPLOYEE of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this agreement shall terminate as outlined in Paragraph 2.A, and thereafter EMPLOYEE shall not be entitled to any compensation except for any accrued vested benefits as listed above.

Section 3. Random Drug Testing Policy:

EMPLOYEE agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If EMPLOYEE becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the agreement, subject to the severance pay provisions of Section 2. C.; provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the Californian Fair Employment and Housing Act.

Section 5. Salary:

City agrees to place EMPLOYEE at Step G of the Police Chief salary schedule, an annual base salary of $180,250, upon the effective date noted above and payable at the same time and manner as other Council Appointed Employees of the City are paid.

Section 6. Hours of Work; Administrative Leave:

Employed on a full-time basis, and for optimal customer service should perform such work, during normal business hours. However, it is recognized that it shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per calendar year of Administrative Leave, unless City and employee agree upon an alternate amount of leave. Such leave may be taken only upon approval of the City Administrator. Employee shall have the option to cash out up to 40 hours of administrative leave per calendar year.

Section 7. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or when death appears imminent, employee shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, EMPLOYEE shall notify, in writing, the City Administrator of the time of absence needed and the expected date of return to work. The immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 8. Automobile Allowance:

City shall provide an automobile to EMPLOYEE suitable for his use while performing his duties or compensate him if no vehicle is available at $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5 T(k)(6).

Section 9. Vacation and Sick Leave:

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

EMPLOYEE shall accumulate vacation leave at the rate of 25 working days of vacation per year. EMPLOYEE shall be permitted to accumulate an unlimited amount of vacation.

Section 10. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for EMPLOYEE and his eligible dependents.

Section 11. Holidays: EMPLOYEE is authorized to celebrate the following holidays:

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

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

Section 12. Technology Fee:

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

Section 13. Uniform Allowance:

On the first pay period in December, and each first pay period in December thereafter; EMPLOYEE shall receive an annual clothing allowance of $950.00. This will constitute the clothing allowance for the following calendar year.

The City agrees to provide EMPLOYEE with the following uniform insignia:

1) Patches - up to 8 sets per year as needed
2) Pins - as needed
3) Badge

Section 14. Retirement:

EMPLOYEE will pay 9% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. In the event that any legislation mandates that the employee share increase above 9% during the term of this agreement or any extensions, EMPLOYEE and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation and the 1959 Survivor Benefit at the 4th level for EMPLOYEE.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, EMPLOYEE shall have the option to convert his unused sick leave balance to CalPERS service credit or he may convert it to a dollar value account at the rate of one month premium for each three (3) days of accrued but unused sick leave remaining on the books at the date of retirement, to pay premiums for medical, dental and vision insurance. EMPLOYEE may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

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

Subject is eligible for Medical longevity as previously approved by the City Council 20 years of service plus 5 years past earliest retirement date allows employee to be eligible for medical until age 65 when employee becomes eligible for Medicare

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

During the term of the agreement, and any extensions thereof, EMPLOYEE shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with EMPLOYEE's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of EMPLOYEE necessary for his continuation and full participation in national, regional, state and local

associations and organizations as are desirable for his continued professional participation, growth and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated therefore in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of EMPLOYEE for professional and official travel, meetings, and occasions to continue the professional development of EMPLOYEE, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which EMPLOYEE serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of EMPLOYEE for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated therefore in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by EMPLOYEE, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Administration's portion of the annual City budget. The Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and EMPLOYEE is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of EMPLOYEE's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify EMPLOYEE against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of EMPLOYEE's duties as Chief of Police, except for any civil action or proceeding brought against EMPLOYEE for actual fraud, or corruption. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of EMPLOYEE under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and EMPLOYEE that EMPLOYEE is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, EMPLOYEE serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to the agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965

B. TO EMPLOYEE: EMPLOYEE at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to the agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.

B. The agreement shall be binding upon and inure to the benefit of the heirs at law and executors of EMPLOYEE.

C. The agreement shall not be assigned by EMPLOYEE or City.

D. The agreement shall not be modified without the written consent of EMPLOYEE and City.

E. If any provision, or any portion thereof, contained in the agreement is held un-constitutional, invalid or unenforceable, the remainder of the agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held December 20, 2022.

CITY OF OROVILLE

Chuck Reynolds, Mayor

BILLY LAGRONE

Billy LaGrone

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

AMENDMENT TO EMPLOYMENT AGREEMENT BEWTEEN THE CITY OF OROVILLE AND POLICE CHIEF BILLY LA GRONE

This amendment to the employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Bill La Grone ("LaGrone"), collectively, the "Parties", effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City adopted an employment agreement made between it and La Grone (Agreement no. 1969-11) on December 20, 2022; and

WHEREAS, it is the desire of the City Council ("Council") of the City and LaGrone to amend said Agreement to provide for adjustments to compensation and benefits provided to La Grone thereunder; and

WHEREAS, section 25 of the Employment Agreement provides that amendments may be made with written consent of La Grone.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree to the following amendments to La Grone's employment Agreement:

Section 5 is hereby amended to read as follows:

Section 5. Salary:
City agrees to place EMPLOYEE at Step H of the Police Chief salary schedule, an annual base salary of $185,060.62 effective upon ratification, and payable at the same time and manner as other Council Appointed Employees of the City are paid.

One-time Payment: Upon ratification, the City shall pay a one-time payment to La Grone of $2,662.85 less applicable taxes and withholdings.

2025 Cost-of-living increase: Effective pay period including January 1, 2025 the City shall implement a 3% increase to the base salary range for the Police Chief classification.

Section 6 is hereby amended to read as follows:

Section 6. Hours of Work; Administrative Leave:

La Grone shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that LaGrone shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he/she shall be allowed to take 85 hours per fiscal year of Administrative Leave. Such leave may be taken only upon approval of the City Administrator. Any remaining unused Administrative leave, up to a maximum of 40 hours, shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 9 is hereby amended to read as follows:

Section 9.1 Sick Leave:
La Grone shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. La Grone shall be permitted to accumulate an unlimited amount of sick leave.

Section 9.2 Vacation Leave:
LaGrone shall accumulate vacation leave at the rate of twenty-five (25) working days of vacation per year.

Beginning May 21, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 3: On the payday for the period including November 21, 2025 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Installment 4: On the payday for the period including May 21, 2026 all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, La Grone may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City's retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11 is hereby amended to read as follows:

Section 11. Holidays: La Grone is authorized to celebrate the following holidays:

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

All other terms and conditions contained in La Grone's employment agreement, approved by the City Council on December 20, 2022 shall remain in full force and effect and are unmodified by this Agreement amendment.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Bill La Grone, Police Chief

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. _____

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 BRIAN RING

(Agreement No. _____)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the Employment Agreement between the City of Oroville and Brian Ring. The Amendment is attached hereto as Exhibit "A".

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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

EMPLOYMENT AGREEMENT FOR CITY ADMINISTRATOR BETWEEN THE CITY OF OROVILLE AND BRIAN RING

The employment agreement ("Agreement") is made by and between the City of Oroville ("City") and Brian Ring ("Ring"), collectively, the "Parties", effective June 4, 2024. The Parties hereby agree as follows:

WHEREAS, City desires to employ the services of Ring as its City Administrator; and

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

WHEREAS, Ring desires to be employed as the City Administrator of the City.

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

Section 1. Duties:

City hereby agrees to employ Ring as the City Administrator of City to perform the functions and duties specified for the position in the City Charter, Municipal Code of the City and such other legally permissible and proper duties and functions as the Council shall from time to time assign him.

Section 2. Term; Termination: Severance Compensation:

A. The term of this Agreement shall be effective June 4, 2024, and shall continue until February 26, 2026, at which time Ring may request a (2) two year extension of this contract, on or before September 26, 2025. Ring shall give written notice to City if he wishes to extend the agreement on the same terms and conditions for the additional (2) two years. Thereafter the Council shall determine, within 30 days, whether or not it wishes to continue and/or extend the agreement and shall give written notice to Ring of its decision. If the Council approves the continuation and/or extension, the parties shall meet in an effort to agree upon the terms of a new or extended agreement. If the Council disapproves the continuation and/or extension, or if the parties fail to agree upon the terms of a new or extended agreement, this agreement shall terminate as outlined above, and thereafter Ring shall not be entitled to any compensation except for any accrued vested benefits as listed below..

B. If Ring resigns his position as City Administrator before the expiration date of the initial or any extended term of this Agreement, Ring shall give the City a sixty (60) day written notice in advance. In such event, Ring shall not be entitled to the severance compensation provided for in Section 2.C of this Agreement. The City Administrator, in concurrence with the Council, may reduce the required notice to not less than thirty (30) days without penalty should Ring make such request.

C. City may terminate this Agreement at any time with or without cause. If the City discharges Ring from his position, without cause, as City Administrator, the City shall pay Ring a lump-sum cash payment equal to six (6) months' salary. In addition, Ring shall also be compensated for all vested accrued leave time, which is currently defined as all accumulated and unused vacation. However, in the event Ring is discharged for cause or for conviction of a crime, City shall have no obligation to pay any severance compensation and will only be obligated to pay out vested accrued vacation time. In any event, if the City chooses to terminate the agreement, Ring shall have the opportunity, if eligible, to retire from City employment through PERS, in lieu of termination.

Section 3. Drug Testing Policy:

Ring agrees to comply with the City of Oroville's Substance Abuse Policy Statement, as outlined in the City of Oroville's Policy and Procedures.

Section 4. Non-Industrial Injury/ Illness:

If Ring becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued leave, City shall have the option to terminate the Agreement, subject to the severance pay provisions of Section 2. C.: provided, however City shall be required to comply with the provisions of the Americans with Disabilities Act and the California Fair Employment and Housing Act. Ring acknowledges and agrees that his job position meets the definition of a "Key employee" for purposes of these laws.

Section 5. Salary:

City agrees to adjust Ring from Step F to Step G of the City Administrator salary schedule, an annual base salary of $225,312, effective May 27, 2024, and payable at the same time and manner as other Council Appointed Employees of the City are paid. Ring shall also be provided with a one-time payment, paid along with the next regularly scheduled payroll following City Council adoption of this Agreement, in the amount of $2650.00, less any applicable tax withholdings.

2024 Payment in Lieu of Cost-of-living Increase: Ring shall be paid a payment in lieu of a 2024 Cost-of-living increase equivalent to 3% of salary at the 1/1/2024 level this payment is calculated to be $6,438, less applicable tax withholdings.

2025 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2025, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2025 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

2026 Payment in Lieu of Cost-of-living Increase: Effective January 1, 2026, the City shall issue a one-time payment in lieu of cost of living increase as a CPI based increase. This increase shall be no less than 3% and no greater than 5%. Cost-of-Living Adjustments (COLA) for calendar year 2026 to be determined by the San Francisco-Oakland-Hayward, CA, CPI-U 12-month percent change, all items, not seasonally adjusted for the month of October for the applicable year. (Table A)

Section 6. Performance Evaluation:

The Council shall complete a performance evaluation of Ring each year of the contract and during any extension period of the contract. Upon a satisfactory review, Ring will be eligible for a step increase within the overall range for the position. Such review and evaluation shall be in accordance with specific criteria developed jointly by Ring and the City Council.

Section 7. Hours of Work; Administrative Leave:

Ring shall be employed on a full-time basis, and for optimal customer service should perform such work during normal business hours. However, it is recognized that Ring shall be required to devote a great deal of time outside of normal office hours on business of City, and to that end he shall be allowed to take 85 hours per fiscal year of Administrative Leave. Any remaining unused

Administrative leave, up to a maximum of 40 hours shall be cashed out on the 2nd pay period in June of each year. Administrative leave balances remaining after cash-out at the end of each fiscal year are lost.

Section 8. Bereavement Leave:

When compelled to be absent from work by reason of death of an immediate family member, or where death appears imminent, Ring shall be entitled to receive up to five (5) days Bereavement Leave, which shall not be charged against his sick leave. Before taking such leave, Ring shall notify the mayor in writing of the time of absence needed and the expected date of return to work. For purposes of this section, immediate family is defined as spouse; natural, step or legal child; parent; brother; sister; grandparent; grandchild; mother-in-law or father-in-law.

Section 9. Automobile Allowance:

City shall provide an automobile to Ring suitable for his use while performing his duties as the City Administrator or compensate him, if no vehicle is available, at the rate of $300.00 per month in compliance with Internal Revenue Regulation Section 1.274.5T(k)(6).

Section 10. Vacation and Sick Leave:

Section 10.1 Sick Leave:
Ring shall continue to accumulate sick leave at the rate of one (1) workday for each month of employment. Ring shall be permitted to accumulate an unlimited amount of sick leave.

Section 10.2 Vacation Leave:
Ring shall accumulate vacation leave at the rate of twenty (20) working days of vacation per year. One additional day per year shall be added to the accumulation rate, above, on the employees' anniversary date in his department head position until a maximum rate of 25 days per year is reached.

Beginning June 4, 2026, or when vacation accruals fall below the 3x annual accrual rate (whichever is sooner) Vacation accruals shall be limited to a maximum of three times (3x) the annual accrual rate. Prior to such date, employees with excess accruals shall be paid out (at the then effective base hourly rate of pay) for accrued vacation above the 3x annual cap (referred to in this section as accrued excess vacation) on the following schedule:

> Installment 1: On the payday for the period including November 21, 2024, 25% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 2: On the payday for the period including May 21, 2025, 33% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 3: On the payday for the period including November 21, 2025, 50% of the accrued excess vacation shall be paid out to the employee less applicable tax withholdings.
>
> Installment 4: On the payday for the period including May 21, 2026, all remaining accrued excess vacation shall be paid out to the employee less applicable tax withholdings.

Following the fourth installment of payout of accrued excess vacation or when accrued vacation falls below the 3x accrual cap (whichever is sooner), there shall be no further accruals allowed that are above the 3x annual cap.

In addition to the above mandatory draw-down schedule for excess vacation, Ring may request to cash out up to 120 hours of accrued, unused vacation time in each fiscal year. The City retains sole discretion to approve or disapprove any request, in whole or in part, dependent on budget conditions.

Section 11. Medical, Vision, Life, Disability and Dental Insurance:

The City shall pay one hundred percent (100%) of the premiums for Medical, Dental, Vision, Long-Term Disability and Life Insurance for Ring and his/her eligible dependents.

City Paid Medical Benefit after Retirement

RING will be eligible for the Medical longevity benefit as previously approved by the City Council once he reaches the age of 55. This benefit allows for Ring to be eligible for continued medical coverage with the City paying the full premium until age 65 when employee becomes eligible for Medicare.

This means that Ring is eligible, upon retirement from the City and attaining at least age 55, in which the City shall to provide 100% of the cost of the least expensive health insurance plan available for employees for employee only. If the employee wishes to add a spouse to this benefit all increased costs will be paid by the employee. Once the employee has retired and is on this benefit, the City may not withdraw from this agreement, even if this benefit is discontinued for future employees.

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

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

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

Section 13. Technology Fee:

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

Section 14. Retirement:

Ring will pay 7% of the employee share of his CalPERS retirement contribution upon commencement of this agreement. If any legislation mandates that the employee share increase above 7% during the term of this agreement or any extensions. Ring and City agree to negotiate terms for the implementation of any increase.

The City will continue to provide the single highest year benefit calculation for Classic CalPERS members and for PEPRA CalPERS members the highest annual average pensionable compensation earned during 36 consecutive months of service. Both Classic and PEPRA CalPERS members shall receive the 1959 Survivor Benefit at the 4th level.

Sick Leave Conversion at the Time of Retirement:

Upon regular retirement from the City of Oroville, Ring shall have the option to convert his unused

sick leave balance to CalPERS service credit or he may convert it to a dollar value to pay premiums for medical, dental, and vision insurance. Ring may also elect to split his unused sick leave between the CalPERS service credit and dollar value account for insurance, subject to CalPERS requirements.

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

Section 15. Deferred Compensation Plan:

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

Section 16. Outside Employment:

During the term of the Agreement, and any extensions thereof, Ring shall only accept outside employment that involves teaching or training related to his profession and any existing agreements. Any outside employment shall not interfere with Ring's duties as while employed by the City and no other outside employment of any kind or character is permitted without having first obtained the prior approval of the Council.

Section 17. Dues and Subscriptions:

City agrees to budget for and to pay for professional dues and subscriptions of Ring necessary for his continuation and full participation in national, regional, state, and local associations and organizations as are desirable for his continued professional participation, growth, and advancement, and for the good of the City; provided, however, the amount of such dues and subscriptions shall not exceed the amount appropriated in the annual budget.

Section 18. Professional Development:

A. City agrees to budget for and to pay for travel and subsistence expenses of Ring for professional and official travel, meetings, and occasions to continue the professional development of Ring, and to adequately pursue necessary official functions for City and such other national, regional, state and local governmental groups and committees thereof which Ring serves as a member; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

B. City also agrees to budget for and to pay for travel and subsistence expenses of Ring for short courses, institutes and seminars that are necessary for his professional development, and for the good of the City; provided, however, the amount of such travel and subsistence shall not exceed the amount appropriated in the annual budget.

Section 19. General Expenses:

City recognizes that certain expenses of a non-personal and generally job-affiliated nature shall be incurred by Ring, and hereby agrees to reimburse or to pay such general expenses up to an amount not to exceed the amount provided for such purposes in the Department's portion of the

annual City budget. The City Finance Department is hereby authorized to disburse such monies in accordance with adopted City expense reimbursement policies.

Section 20. Civic Club Membership:

City recognizes the desirability of representation in and before local civic and other organizations, and Ring is authorized to become a member of such civic clubs or organizations. During the term of the agreement, City, at its sole discretion, may elect to pay some or all of Ring's civic club membership expenses.

Section 21. Indemnification:

In addition to the requirements of state and local law, City shall defend, save harmless, and indemnify Ring against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Ring's duties as City Administrator, except for any civil action or proceeding brought against Ring for actual fraud, corruption or actual malice. City, at its sole discretion, shall compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

Section 22. Bonding:

City shall bear the full cost of any fidelity or other bonds required of Ring under any law or ordinance.

Section 23. Other Terms and Conditions of Employment:

It is understood and agreed by City and Ring that Ring is an "at will" employee of the City appointed by the Council under the provisions of the City Charter. As such, Ring serves at the pleasure of City and is not subject to the provisions of the City of Oroville Personnel Rules and Regulations providing for progressive discipline or appeal rights for disciplinary actions. Ring acknowledges and agrees that he is otherwise subject to all other City Personnel Rules and Regulations.

Section 24. Notices:

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

A. TO CITY: Mayor, City of Oroville, 1735 Montgomery Street, Oroville, CA 95965
B. TO RING: Ring at his permanent residence address on record with the City of Oroville

Alternatively, notices required pursuant to this Agreement may be personally served to the same persons as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

Section 25. General Provisions:

A. The text herein shall constitute the entire agreement between the parties.
B. Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Ring.
C. This Agreement shall not be assigned by Ring or City.
D. This Agreement shall not be modified without the written consent of Ring and City.

E. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Approved by the City Council of the City of Oroville at a meeting held June 4, 2024.

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

CITY OF OROVILLE

David Pittman, Mayor

Brian Ring, City Administrator

APPROVED AS TO FORM:

Scott E. Huber, City Attorney

OROVILLE CITY COUNCIL
RESOLUTION NO. _____

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CITY OF OROVILLE SALARY SCHEDULE FOR THE POLICE CHIEF AND ASSISTANT CHIEF OF POLICE

(Agreement No. _____)
BE IT HEREBY RESOLVED by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amendment to the to the City of Oroville Salary Schedule, modifying the salaries of the Police Chief and Assistant Chief of Police as included in Attachment.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 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

Salary Schedule Revision

Police Chief	**$131,519.13**	**$138,095.09**	**$144,999.84**	**$152,249.83**	**$159,862.32**	**$167,855.44**	**$176,248.21**	**$ 185,060.62**	**Annual**
	$10,959.93	$11,507.92	$12,083.32	$12,687.49	$13,321.86	$13,987.95	$14,687.35	$15,421.72	Monthly
	$63.23	$66.39	$69.71	$73.20	$76.86	$80.70	$84.73	$88.97	Hourly
Assistant Police Chief	**$114,364.46**	**$120,082.68**	**$126,086.82**	**$132,391.16**	**$139,010.72**	**$145,961.25**	**$153,259.31**	**$160,922.28**	**Annual**
	$9,530.37	$10,006.89	$10,507.23	$11,032.60	$11,584.23	$12,163.44	$12,771.61	$13,410.19	Monthly
	$54.98	$57.73	$60.62	$63.65	$66.83	$70.17	$73.68	$77.37	Hourly

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

RE: **CONVENTION CENTER PROJECT UPDATE AND POTENTIAL ADDITIONAL CONSTUCTION OPPORTUNITIES DUE TO SIGNIFICANT PROJECT COST SAVINGS**

DATE: **JUNE 4, 2024**

SUMMARY

Staff will provide an update on the construction progress for the work being performed at the Oroville Convention Center and discuss the possibility of additional work made possible due to project savings.

DISCUSSION

The City Council approved an agreement with Hignell Inc. DBA Experts in the Home (Experts) to remodel certain interior and exterior elements of the Oroville Convention Center. The original contract amount was $1,204,596, with approved alternatives in the amount of $87,030, and a 10% contingency amount of $129,163, for a total project cost of $1,420,788.

Original Contract		$1,204,596
Approved Alternatives		$ 87,030
Total		$1,291,626
Contingency (10%)		$ 129,163
Total Project Cost		$1,420,788

After construction began, there were items that were deemed unnecessary, such as painting the gym ceiling, toilets in dressing rooms, one of two wheelchair lifts and they were deleted from the contract in CO1. Unforeseen necessary repairs were added and the sum of all deletions and additions netted an overall savings of $28,647. Combined with the contingency of $129,163 there is a remaining balance of $157,811. A few costs for additional work is being explored and the costs are expected to be negligible.

The project is substantially complete with minor items remaining. At this point in the project it is highly unlikely that any additional unforeseen issues will arise.

The bathrooms in the lobby area are outdated and a quote to remodel both bathrooms for a total of $54,000 has been submitted by Experts along with a quote of $13,905 to update the ticket booth located in the foyer. By updating the bathrooms and the ticket booth, the remaining balance is estimated to be $89,906 adjusted slightly for the few remaining negligible costs that have yet to be determined.

Remaining Balance		$157,811
Proposed Items		($ 67,905)
Net Savings		$ 89,906

FISCAL IMPACT

None.

RECOMMENDATION

Direct staff to execute a change order with Experts in the Home to remodel two additional bathrooms and the ticket booth.

ATTACHMENTS

None.

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **HOUSING PROGRAM FUND LOAN FOR LINCOLN STREET APARTMENT PROJECTS**

DATE: **JUNE 4, 2024**

SUMMARY

Council will consider approving a Housing Program Fund loan to The Richman Group of California for the development of the Lincoln Street Apartment Projects.

BACKGROUND

On August 2, 2021, the City was notified of a Community Development Block Grant Disaster Recovery (CDBG-DR) Multi-family Housing Program grant award in the amount of $8,850,089 for Lincoln Village Apartments. On August 2, 2022, the City Council approved an amended resolution to increase the CDBG-DR award to include Lincoln Street Senior Apartments for a total award amount of $17,000,089. Each phase will consist of sixty-one (61) units and at least 10% will be restricted to occupancy by tenants who are homeless or at risk of homelessness.

The developer, the Richman Group, successfully applied for and was awarded 9% Low Income Housing Tax Credit (LIHTC) for Lincoln Village Apartments, which is currently under construction and scheduled to be complete in October of this year. Additionally, the Richman Group has applied for highly competitive LIHTC for the Lincoln Street Senior Apartments three times without success. The next application due date is in July.

DISCUSSION

City staff received a request dated April 30, 2024, from The Richman Group, for a loan of up to $750,000 to assist with the infrastructure cost incurred in connection with both the Lincoln Village Apartments and the planned Lincoln Street Senior Apartments. The request, in partnership with the City, is a strategic funding structure that would maximize the City's investment to ensure the successful completion of the infrastructure necessary to support both affordable housing projects and to increase the competitiveness of the project's tax credit application (discussed below).

Originally, the Richman Group budgeted $824K and approximately the same amount for Phase 2 for sewer impact fees, however it was later determined that Lake Oroville Public Utilities District (LOAPUD) would require improvements to their lines and connections for approximately

$1,463,000. Although LOAPUD has agreed to contribute their share of the impact fees to the project from Phase I ($314,551), there is an approximate remaining gap in the amount of $1,000,000 (of this $418K are SCOR fees). The developer estimates using a remaining contingency balance of $400,000 and additional deferred development fees in the amount of $355,972.

The funding structure would benefit both Phase 1 and Phase 2 of the affordable housing development. The Richman Group is requesting up to $750,000.00 commitment to the developer of Phase 2. This additional commitment would boost the Phase 2 Low Income Housing Tax Credit (LIHTC) application tiebreaker score for 9% tax credits, increasing the likelihood of success in the allocation process.

Loan terms are described below:

Loan Amount: up to $750,000.00.

Interest Rate: The proposed loan will bear no interest from disbursement through and including the construction loan closing until the earlier of (i) the permanent loan conversion or (ii) the third (3rd) anniversary of the Projects construction loan closing, after which the outstanding principal balance of the loan will bear interest at a simple rate not to exceed three percent (3%) per year.

Maturity Date: The loan will mature in fifty-five years from the date of Certificate of Occupancy or equivalent issued by the City of Oroville.

Uses of the Loan Proceeds: The loan proceeds will be restricted to being used to assist with infrastructure costs associated with both Phase 1 and Phase 2 projects.

Repayment Limited to Residual Receipts: Annual installments to repay the loan are limited to 20% of Residual Receipts generated by the project.

FISCAL IMPACT

There is no General Fund Impact

A loan in the amount of up to $750,000.00 will be funded by Housing Program Funds, Fund 220. The available balance of this fund as of May 29, 2024, is approximately $1,130,608.00

RECOMMENDATION

Adopt Resolution No.9261 – A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF UP TO $750,000.00 WITH THE RICHMAN GROUP OF CALIFORNIA FOR THE DEVELOPMENT OF LINCOLN STREET PHASE 1 AND PHASE 2 PROJECT.

ATTACHMENTS

1- Resolution No. 9261

CITY OF OROVILLE
RESOLUTION NO. 9261

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE SECURITY DOCUMENTS ASSOCIATED WITH THE HOUSING PROGRAM FUND LOAN IN THE AMOUNT OF UP TO $750,000.00 WITH THE RICHMAN GROUP OF CALIFORNIA FOR THE DEVELOPMENT OF LINCOLN STREET PHASE 1 AND PHASE 2 PROJECT.

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

1. The Mayor is authorized and directed to execute the security documents associated with the Housing Program Fund loan in the amount of $750,000.00 with The Richman Group of California for Lincoln Street Apartments Project.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on June 4, 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 COUNCIL MEMBERS**

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

RE: **UPDATE OF USER AND REGULATORY FEES**

DATE: **JUNE 4, 2024**

SUMMARY

Staff recommends the City Council adopt the attached resolution updating and establishing user and regulatory fees.

DISCUSSION

The City completed a comprehensive study in February 2023 to identify the cost of providing various user and regulatory fee-related services. As part of the study, a consolidated schedule of fees was prepared and adopted by the City Council.

The resolution adopting the current fee schedule directed that fees shall be increased annually, each July 1, based on the annual change in the Consumer Price Index, All Urban Consumers, San Francisco-Oakland-Hayward, CA (CPI), not to exceed five percent (5%) per year. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule for that year unless an adjustment is made to cost recovery levels or fee study findings indicate that an adjustment is appropriate. The fee schedule proposed for adoption for the period July 1, 2024 through June 30, 2025 reflects the 3.67% annual change in CPI.

Environmental Impact

Adoption of updated costs and charges is not considered a project as defined by the California Environmental Quality Act (CEQA) based on Section 15273 of the CEQA Guidelines. No other CEQA action is required.

Effective Date

In order to comply with California Government Code Section 66017, which outlines procedures for adopting fees, any new or increased development fees adopted by the City Council shall go into effect not sooner than 60 days after adoption. Consequently, staff recommends an effective date of July 1, 2024, for all fee adjustments.

FISCAL IMPACT
Any enhanced cost recovery is intended to “offset” the costs of existing services being provided by the City. Recovering these costs from service recipients will free up critical General Fund resources to be used for services and activities available to all Oroville residents and businesses, such as public safety, public works, and parks maintenance services.

RECOMMENDATION
Adopt resolution adjusting and establishing user and regulatory fees.

ATTACHMENTS

A. Illustration of Current and Proposed Fees
B. New Master Fee Schedule for Fiscal Year 2024-25
C. Resolution adopting new Master Fee Schedule

Illustration of Proposed Fee Changes

City of Oroville
Illustration of Proposed Fee Changes

Fee Type	Page
BUILDING FEES	3
CODE COMPLIANCE FEES	11
CODE COMPLIANCE / ADMINISTRATIVE CITATIONS	12
FIRE FEES	13
PLANNING FEES	21
SHORT TERM VACATION RENTAL PERMIT FEES	24
LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES	25
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CULTURAL FACILITIES ADMISSION FEES	30
PARK USE RENTAL FEES	33

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1	Minimum Permit Fee (When One Inspection is Required)	$166	$172	$6			Y
2	Minimum Permit Fee (When Two Inspections are Required)	$332	$344	$12			Y
3	Standard Hourly Rate	$166	$172	$6			Y
4	Technology Cost Recovery Fee (to be charged at each permit application and issuance)	6% of plan review and permit fee	6% of plan review and permit fee				N
5	Strong Motion Instrumentation Program (SMIP) Fee						
	a) Residential	Valuation x .00013	Valuation x .00013				N
	b) Commercial	Valuation x .00028	Valuation x .00028				N
6	Green Building Fee	$1 per $25,000 of Permit Valuation	$1 per $25,000 of Permit Valuation				N
	Fire Project Review and Inspection Fees						
7	Administrative Fee	$166	$172	$6		[a]	Y
8	Burn Permit Fee	$25	$26	$1			Y
9	Fire Works Permit Administrative Fee	$332	$332	$0		[b]	N
	Miscellaneous Department Fees						
10	Business License Occupancy Inspection Fee (minimum 1 hour)	$166	$172	$6	per hour		Y
11	Business License Occupancy Submittal/Processing Fee (minimum ½ hour)	$83	$86	$3	per 1/2 hour		Y
12	First Time Homebuyer's Inspection Fee (minimum 1 hour)	$166	$172	$6	per hour		Y
13	Re-inspection fee for Business License Occupancy or First Time Homebuyer's Inspection (minimum 1 hour)	$166	$172	$6	per hour		Y
14	Encroachment Permit Administrative Processing Fee	$30	$31	$1			Y
15	Addressing (new or re-addressing), per hour (minimum ½ hour)	$83	$86	$3	per 1/2 hour		Y
16	Temporary Certificate of Occupancy	$332	$344	$12			Y
17	Certificate of Occupancy Document	$20	$21	$1			Y
18	Plan review fee (minimum ½ hour)	$83	$86	$3	per 1/2 hour		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
19	Geotechnical Review Fee (minimum 1 hour)	$166	$172	$6	per hour		Y
20	Site Inspection (minimum 1 hour)	$166	$172	$6	per hour		Y
21	Requested Special Inspection per hour or fraction thereof (minimum 1 hour)	$166	$172	$6	per hour		Y
22	Alternative Methods and Materials Review per hour (minimum 1 hour)	$166	$172	$6	per hour		Y
23	Photocopy of Documents Fees						
	a) 8.5" x 11"	$0.25	$0.25	$0	per sheet		N
	b) 11" x 17"	$1.10	$1.10	$0	per sheet		N
	c) 18" x 26"	$1.15	$1.15	$0	per sheet		N
	d) 24" x 36"	$1.25	$1.25	$0	per sheet		N
	e) 24" x 42" and larger	$1.30	$1.30	$0	per sheet		N
24	Specialized reviews and requests	Actual Cost	Actual Cost				N
25	Certified Access Specialist Program (CASp)						
	a) Inspection per hour (minimum 1 hour)	$166	$172	$6	per hour		Y
	b) Inspection report per hour (minimum ½ hour)	$83	$86	$3	per 1/2 hour		Y
	c) Certificate	$100	$104	$4			Y
26	Demolition						
	a) Per building	$166	$172	$6			Y
	b) Per building if a structure pre-measure is requested	$332	$344	$12			Y
27	Residential swimming pool, spa, or hot tub						
	a) Plan review (minimum 1 hour)	$166	$172	$6	per hour		Y
	b) Permit	$830	$860	$30			Y
28	Residential swimming pool addition or remodel permit	$498	$516	$18			Y
29	Residential spa or hot tub permit (self-contained above ground)	$332	$344	$12			Y
30	Commercial swimming pool or spa permit	Based on Valuation	Based on Valuation				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
31	Re-Roof Permit						
	a) Residential	$332	$344	$12			Y
	b) Residential multifamily (per building)	$332	$344	$12			Y
	c) Commercial	$498	$516	$18			Y
32	Window installation or replacement permit (rough frame, and final						
	a) Retrofit windows	$166	$172	$6			Y
	b) New construction windows (flashing, minor siding replacement, etc)	$332	$344	$12			Y
	c) Residential or commercial building move (site, foundation, electrical, plumbing, mechanical, and final inspection); additional fees may apply	Based on Valuation	Based on Valuation				N
	Patio Covers, Decks, and Trellises						
33	Plan Review (minimum 1 hour)	$166	$172	$6	per hour		Y
34	Up to 500 sq.ft. (wood or metal construction)	$498	$516	$18			Y
35	Enclosed up to 500 sq.ft. (wood or metal construction)	$664	$688	$24			Y
36	In excess of 500 sq.ft. (covered or enclosed) additional fee per 100 sq.ft. or fraction thereof	$166	$172	$6			Y
37	Deck or Trellis (per structure)	$332	$344	$12			Y
	Signs						
38	Plan Review, (wall and/or roof mounted) (minimum 1 hour)	$166	$172	$6	per hour		Y
39	Plan Review (freestanding) (minimum 1 hour)	Based on Valuation	Based on Valuation				N
40	Additional electrical permit fee for illuminated signs (minimum 1 hour)	$166	$172	$6	per hour		Y
41	Signs - 0-100 square feet	$332	$344	$12			Y
42	Signs - Over 100 square feet	$498	$516	$18			Y
	Cellular Tower						
43	Plan Review, (minimum 1 hour)	Based on Valuation	Based on Valuation				N
44	Free standing monopole	$830	$860	$30			Y
45	Co-location	$664	$688	$24			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
46	Equipment Container	$332	$344	$12			Y
	Manufactured Buildings						
47	Application Fee	$30	$31	$1			Y
48	Plan Review (minimum 1 hour)	$166	$172	$6	per hour		Y
49	Installation with Standard Plan Approval (SPA)	$664	$688	$24			Y
50	Non-Standard Plan Approval (SPA), engineered foundation system	Based on Valuation	Based on Valuation				N
51	Electrical	$166	$172	$6			Y
52	Plumbing	$166	$172	$6			Y
53	Mechanical	$166	$172	$6			Y
54	Commercial Coach set-up and installation	Based on Valuation	Based on Valuation				N
55	California State 433A & 433B processing fee (per building section)	$21	$22	$1			Y
56	Master Plan Fee	$332	$344	$12			Y
	Electrical Service and/or Sub-Panel Installation						
57	Up to 325 amperes	$166	$172	$6			Y
58	325 to 1,000 amperes	$332	$344	$12			Y
59	Over 1,000 amperes	$332	$344	$12			Y
60	Plan Review fee (when required) (minimum 1 hour)	$166	$172	$6	per hour		Y
61	Temporary power pole/service	$332	$344	$12			Y
62	Residential backup generator	$332	$344	$12			Y
63	Commercial backup generator	$498	$516	$18			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	Photovoltaic (PV-Solar) & Alternative Energy Systems						
64	Photovoltaic & Alternative Energy Systems Plan Review						
	a) Residential	$166	$172	$6			Y
	b) Commercial (minimum 1 hour)	Based on Valuation	Based on Valuation				N
65	Residential roof mount; PV panels and equipment only	$332	$344	$12			Y
66	Residential ground mount; PV panels and equipment only (minimum 2 hours)	Based on Valuation	Based on Valuation				N
67	Commercial roof mount; PV panels and equipment only (per each separate array)	$498	$516	$18			Y
68	Commercial ground mount; PV panels and equipment only (minimum 3 hours)	Based on Valuation	Based on Valuation				N
69	Alternative Energy Producing System (wind turbine, methane gas conversion, bio-fuels, etc) (per valuation table)	Based on Valuation	Based on Valuation				N
70	Residential or Commercial Ground Mount Foundation Plan Review	Based on Valuation	Based on Valuation				N
71	Residential or not of Commercial Ground Mount Foundation	Based on Valuation	Based on Valuation				N
	Miscellaneous Plumbing						
72	Water heater installation/replacement	$166	$172	$6			Y
73	Water softener or reverse osmosis installation/replacement	$166	$172	$6			Y
74	Temporary gas release (prior to final inspection) (minimum 1 inspection)	$166	$172	$6			Y
75	Above ground propane tank installation/replacement	$332	$344	$12			Y
76	In-ground propane tank installation/replacement	$498	$516	$18			Y
	Miscellaneous Mechanical						
77	Residential HVAC furnace, A/C condenser, and/or ductwork	$166	$172	$6			Y
78	Commercial HVAC furnace, A/C condenser, and/or ductwork	$332	$344	$12			Y
79	Prefabricated or metal fireplace (Listed by a recognized agency; EPA phase II approved)	$332	$344	$12			Y
80	Masonry with gas fireplace insert (EPA phase II approved)	$332	$344	$12			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	Guidelines for determining the valuation of common projects per type of structure shall be based on the actual work valuation but no less than the latest International Code Council based square footage tables.						
	Miscellaneous Administration Fees						
81	Deferred Submittal Request (subject to approval by the Building Official)	$166	$172	$6			Y
82	Permit Extension Request (subject to approval by the Building Official)	$166	$172	$6			Y
83	Plan Review Extension Request (subject to approval by the Building Official)	$166	$172	$6			Y
84	Re-instate expired permit – ½ of the cost of original permit if permit is older than 24 months; excludes school, fire, and FSA, etc fees) – (subject to approval by the Building Official)	1/2 the cost of original permit fees	1/2 the cost of original permit fees				N

[a] Fee for all fire review submittals (sprinklers, commercial kitchen hood extinguishing systems, fire alarm systems, etc.) (minimum 1/2 hour).

[b] Applies if processed/issued by the Development Services Department (minimum 2 hours).

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	BUILDING PERMIT FEES						
	Total Valuation						
	$1 - $500	$24	$24	$0			N
	$500 - $2,000	$24	$24	$0			N
	$2,000 - $40,000	$69	$69	$0			N
	$40,000 - $100,000	$487	$487	$0			N
	$100,000 - $500,000	$1,027	$1,027	$0			N
	$500,000 - $1,000,000	$3,827	$3,827	$0			N
	$1,000,000 - $5,000,000	$6,327	$6,327	$0			N
	$5,000,001 and up	$18,327	$18,327	$0			N
	Other Inspections and Fees						
1	Inspections outside normal business hours (minimum 2 hours)	$199	$207	$7	per hour		Y
2	Re-inspection fees assessed under the provisions of Section 6-1.7; 110.7 of the Oroville City Ordinance 1767.	$166	$172	$6	per hour		Y
3	Inspection for which no fee is specifically indicated (minimum 1 hour)	$166	$172	$6	per hour		Y
4	Additional plan review required due to changes, additions, or revisions to plans (minimum ½ hour)	$83	$86	$3	per half hour		Y
5	For use of outside consultants for plan review and inspections, or both	Actual Cost	Actual Cost			[a]	N
6	Plan Review: When a plan or other data is required to be submitted for review, the plan review fee for each building, structure, utility, etc.	65% of Building Permit Fee	65% of Building Permit Fee			[b]	N
7	Plan Review - Master Plan					[b][c]	
	a) Plan Review for Initial Review of Master Plan	65% of Building Permit Fee	65% of Building Permit Fee			[b][c]	N
	b) Plan Review for Each Building Permit that Utilizes an Approved Master Plan	$166	$172	$6		[b][c]	Y
8	Disabled Access Review: For the review of California Code of Regulation Title 24 requirements for accessibility for the physically disabled	$166	$172	$6	per hour		Y
9	Energy Conservation Review: For review of California Code of Regulations Title 24 requirements for energy conservation	10% of Building Permit Fee	10% of Building Permit Fee				N
10	Green Building Standards Review: For review of California Code of Regulations Title 24 requirements for green building standards	15% of Building Permit Fee	15% of Building Permit Fee				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - BUILDING FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust

[a] Actual costs include the actual invoice amounts from the third party, as well as city administrative costs (e.g., staff and administrative billable rates).

[b] Fee covers up to three reviews. Each additional review will be billed at hourly rate.

[c] For all project master plans, full plan review will be charged for the initial review of all master plans. For each building permit that utilizes an approved master plan, a one hour plan review fee will be charged on each permit.

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CODE COMPLIANCE FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1	Re-inspection Fee	$154	$160	$6			Y
2	Extension Request / Administrative Fee	$77	$80	$3			Y
3	Multi-Family Inspection Program Fee (per dwelling unit)	$39	$40	$1			Y
4	Preliminary Title Search Fee (Litigation Guarantee)						
	a) Administrative Fee	$116	$120	$4			Y
	b) Title Search Company Cost	Actual Cost	Actual Cost				N
5	Property Lien Processing Fee (per property) (1 hour)	$154	$160	$6			Y
6	Property Posting Fee	$154	$160	$6			Y
7	Vacant Building Monitoring Ordinance Fee (Annual)	$462	$479	$17			Y
8	Vehicle Abatement	$193	$200	$7			Y
9	Specialized Services Including, but not limited to, Attorney and Abatement Services	Actual Cost	Actual Cost				N
10	Miscellaneous Administrative Code Enforcement Fee (when not listed specifically above) (based on hourly rate; minimum ½ hour)	$77	$80	$3	per half hour		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CODE COMPLIANCE / ADMINISTRATIVE CITATIONS

	Description	Current Citation Amount	Current 30-Day Penalty	Proposed Citation Amount	Proposed 30-Day Penalty	Citation Amount Change	30-Day Penalty Change	Note	Yearly Adjust
1	First Citation	$100	$100	$100	$100	$0	$0		N
2	Second Citation	$200	$200	$200	$200	$0	$0		N
3	Third Citation	$500	$500	$500	$500	$0	$0		N
4	Fourth Citation	$1,000	$1,000	$1,000	$1,000	$0	$0		N
5	Each Additional Citation	$1,000	$1,000	$1,000	$1,000	$0	$0		N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	Construction						
1	Civil Plans						
	a) Design Review	$718	$745	$26			Y
2	Fire & life safety for building compliance						
	a) Plan Review	20% of building plan check fee	20% of building plan check fee				N
	b) Inspection	$549	$569	$20			Y
	Fire Protection Systems						
3	Kitchen hood system plan review and inspection						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$296	$307	$11			Y
4	**Underground Fire lines plan review and inspection**						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$465	$482	$17			Y
	New construction sprinkler system plan review inspection						
5	1 - 200 sprinklers						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$465	$482	$17			Y
6	201+ sprinklers						
	a) Plan Review	$634	$657	$23			Y
	b) Inspection	$634	$657	$23			Y
	i) Add 1/2 hour per each floor over ground floor	$85	$88	$3			Y
	ii) Add 1/2 hour per each fire sprinkler riser	$85	$88	$3			Y
	Tenant improvement sprinkler system plan review and inspection						
7	1 - 50 sprinklers						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$296	$307	$11			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
8	51+ sprinklers						
	a) Plan Review	$549	$569	$20			Y
	b) Inspection	$465	$482	$17			Y
	Residential SFD and Duplex fire sprinkler system, fire alarm system plan review and inspection						
9	Residential SFD and Duplex fire sprinkler system plan review and inspection						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$296	$307	$11			Y
10	Fire alarm system plan review						
	a) Plan Review	$549	$569	$20			Y
	b) Inspection	$380	$394	$14			Y
11	Compressed gas systems						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$296	$307	$11			Y
12	High-pile storage						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$296	$307	$11			Y
13	Paint and spray booth						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$296	$307	$11			Y
14	Temporary Structures, Tents, Canopies						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$296	$307	$11			Y
15	Above ground tank installation						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$296	$307	$11			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
16	Below ground tank installation/removal						
	a) Plan Review	$380	$394	$14			Y
	b) Inspection	$296	$307	$11			Y
17	Technical reports/alternate material request	$507	$526	$19			Y
18	Special plan review (expedite) (per hour)	$254	$263	$9			Y
19	Re-inspection fees	$169	$175	$6			Y
20	Aerosol products exceeding 500 lbs. Manufacturing or packaging only	$254	$263	$9			Y
21	Amusement buildings Haunted Houses and similar activity per bldg	$338	$350	$12			Y
22	Aviation servicing or repair buildings (Per Airport)	$338	$350	$12			Y
23	Cellulose nitrate film Per facility, manufacturing, cabinet shop, mill	$254	$263	$9			Y
24	Combustible fibers (Manufacturing, cotton, straw, etc.)	$338	$350	$12			Y
25	Compressed gases CFC Article 30, in excess of 50lbs or 1 mobile unit	$254	$263	$9			Y
26	Covered mall buildings (CBC Defined, per mall)	$507	$526	$19			Y
27	Cryogenic fluids (Per site, liquid nitrogen or similar)	$254	$263	$9			Y
28	Cutting and welding Per site, single activity/mobile operations see “Hot Work”	$338	$350	$12			Y
29	Carnivals, circus, fairs** (Per event**)	$338	$350	$12			Y
30	Dry cleaning plants (Not to include retail stores)	$338	$350	$12			Y
31	Exhibits and trade shows (Per event)	$338	$350	$12			Y
32	Explosives or blasting agents (Per facility, event or site)	$338	$350	$12			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
33 Fireworks retail stand						
a) Non-profit per City Code Ch 10-8	$0	$0	$0			N
b) Clean up fee (Per site)	$254	$254	$0			N
34 Fireworks public display Per event, airborne or explosive	$338	$350	$12			Y
35 Fireworks special pyrotechnic effects (Per event)	$507	$526	$19			Y
36 Flammable or combustible liquids Per site, above ground storage	$254	$263	$9			Y
37 Floor refinishing with Class I or II liquids (old classification: Bowling Alley Refinishing) Per site, above ground storage	$254	$263	$9			Y
38 Fruit and crop ripening with ethylene gas (Per site)	$254	$263	$9			Y
39 Fumigation permit (Per building)	$254	$263	$9			Y
40 Hazardous materials storage, dispense, use of handling Per site 4280-2000 $202.0	$338	$350	$12			Y
41 Hazardous waste generator Per site, in conjunction with haz material storage	$254	$263	$9			Y
42 HPM facilities (Per site)	$338	$350	$12			Y
43 High-pile storage (Per site, CFC class I-IV materials)	$338	$350	$12			Y
44 Hot works operations (Per day per site - temporary uses)	$254	$263	$9			Y
45 Industrial ovens (Per site, cement, powder coating, etc)	$254	$263	$9			Y
46 Lumber yards processing > 100,000 board feet Per site and parcel	$338	$350	$12			Y
47 LPG (Per site, excludes R-3 & R-1 dwellings)	$254	$263	$9			Y
48 Magnesium (Per site)	$254	$263	$9			Y
49 Misc combustible storage in excess of 2500 cubic feet (Per site)	$338	$350	$12			Y
50 Open flame, torches, candles, (Per event, not in conjunction with #10 or #27	$254	$263	$9			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
51	Organic coating (Per site)	$254	$263	$9			Y
52	Pyroxylin plastics (Per site, manufacturing and/or application)	$254	$263	$9			Y
53	Refrigeration equipment regulated by chapter 6 (Per site, excludes R-1 and R-3 occupancies)	$338	$350	$12			Y
54	Roof top heliports Per platform	$254	$263	$9			Y
55	Spraying and dipping (Per site, auto body, plating, acid washing, etc)	$338	$350	$12			Y
56	Storage of scrap tires and tire rebuilding plants (Per site, includes auto salvage yards)	$338	$350	$12			Y
	R Occupancies						
57	Multi-Unit Residential						
	a) 3 to 5 Units	$169	$175	$6			Y
	b) 6 - 10 Units	$254	$263	$9			Y
	c) 11 to 20 Units	$380	$394	$14			Y
	d) 21 - 40 Units	$549	$569	$20			Y
	e) 41 or more Units	$718	$745	$26			Y
58	Pre-inspection - Residential care facilities, per site	$85	$88	$3			Y
59	Large family day care R-3, per site	$338	$350	$12			Y
60	A Occupancies, (Assembly)	$169	$175	$6			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
61 B Occupancies, (Business)						
a) 1 - 500 sq ft	$42	$44	$2			Y
b) 501 - 1,000 sq ft	$85	$88	$3			Y
c) 1,001 to 1,500 sq ft	$127	$131	$5			Y
d) 1,501 to 2,000 sq ft	$169	$175	$6			Y
e) 2,001 - 2,500 sq ft	$211	$219	$8			Y
f) 2,501 - 3,000 sq ft	$254	$263	$9			Y
g) 3,001 - 3,500 sq ft	$296	$307	$11			Y
h) 3,501 - 4,000 sq ft	$380	$394	$14			Y
i) 4,001 - 4,500 sq ft	$423	$438	$15			Y
j) 4,500 sq ft - 5,000 sq ft	$465	$482	$17			Y
62 C Occupancies, Camps, organized (Per site)	$169	$175	$6			Y
63 E Occupancies (example Laboratories) (Per building)	$169	$175	$6			Y
64 F Occupancies (example Factory)	$380	$394	$14			Y
65 H Occupancies Per building, fuel storage, chemical process	$338	$350	$12			Y
66 I Occupancies (example Hospital) (Per building)	$507	$526	$19			Y
67 L Occupancies (example Laboratories) (Per Building)	$169	$175	$6			Y
68 M Occupancies (Mercantile)						
a) 1 - 500 sq ft	$42	$44	$2			Y
b) 501 - 1,000 sq ft	$85	$88	$3			Y
c) 1,001 to 1,500 sq ft	$127	$131	$5			Y
d) 1,501 to 2,000 sq ft	$169	$175	$6			Y
e) 2,001 - 2,500 sq ft	$211	$219	$8			Y
f) 2,501 - 3,000 sq ft	$254	$263	$9			Y
g) 3,001 - 3,500 sq ft	$296	$307	$11			Y
h) 3,501 - 4,000 sq ft	$380	$394	$14			Y
i) 4,001 - 4,500 sq ft	$423	$438	$15			Y
j) 4,500 sq ft - 5,000 sq ft	$465	$482	$17			Y
69 S Occupancies (Storage)	$169	$175	$6			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
70	U Occupancies (Utility and Miscellaneous)	$169	$175	$6			Y
71	Annual Fire Company Inspection Per hour or fraction thereof	$254	$263	$9			Y
72	Additional Inspections Per hour or fraction thereof	$85 after 2nd inspection	$85 after 2nd inspection				N
73	Burn Permits	$11	$26	$15			~~Y~~N
74	Code compliance inspection	$211	$219	$8			Y
75	Emergency DUI response	See Butte County	Actual Cost				N
76	Fire report	$20	$21	$1			Y
77	Garbage abatement	Actual Cost	Actual Cost				N
78	Fire watch service	$211	$219	$8			Y
79	False alarm cost recovery after 3rd false alarm	Actual Cost	Actual Cost				N
80	Weed abatement	Actual Cost	Actual Cost				N
~~81~~	~~EMS response per quarter hour~~	~~See Butte County~~	~~See Butte County~~				~~N~~
~~82~~	~~EMS medical response/extrication~~	~~See Butte County~~	~~See Butte County~~				~~N~~
~~83~~	~~Hospital ride along~~	~~See Butte County~~	~~See Butte County~~				~~N~~
81	Public Service call	See Butte County	Actual Cost				N
~~85~~	~~Fire Investigation~~	~~See Butte County~~	~~See Butte County~~				~~N~~
82	Hazardous Material response	See Butte County	Actual Cost				N
83	Contamination remediation	See Butte County	Actual Cost				N
	Hourly Rates						
~~84~~	~~Fire Chief~~						~~N~~
84	Division Chief	$200	$200	$0			N
85	Battalion Chief	$152	$152	$0			N
86	Fire Captain	$125	$125	$0			N
87	Engineer	$112	$112	$0			N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - FIRE DEPARTMENT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
88	Fire Fighter	$101	$101	$0			N
89	Dispatcher	$77	$77	$0			N
90	Heavy Equipment Mechanic	$101	$101	$0			N
91	Engine Time (Criminal or Negligent)	See Butte County	OES Hourly Rate				N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

	Description	Current Fixed Fee	Current Initial Deposit	Proposed Fixed Fee	Proposed Initial Deposit	Fee Change	Deposit Change	Charge Basis	Note	Yearly Adjust
1	Administrative Permit	$435		$451		$16		Flat Fee		Y
2	Adult-Oriented Business Fee	$1,750		$1,814		$64		Flat Fee		Y
3	Amendment/Modification Fee (Use Permits, Variances, TSM, etc.)	$2,100		$2,177		$77		Flat Fee		Y
4	Annexation		$10,000		$10,400		$400	Deposit		Y
5	Appeal to City Council or Planning									
	a) Discretionary Items	$3,500		$3,628		$128		Flat Fee	[a]	Y
	b) Ministerial Items	$350		$363		$13		Flat Fee	[a]	Y
6	"Burn-Down" Letter	$175		$181		$6		Flat Fee		Y
7	Business License Application Review	$88		$91		$3		Flat Fee		Y
8	Condition Compliance		$1,400		$1,500		$100	Deposit		Y
9	Density Bonus	No Charge		No Charge						N
10	Development Review	$1,000		$1,037		$37		Flat Fee		Y
11	Development Agreement		$7,000		$7,300		varies	Deposit		Y
12	Environmental Review									
	a) Environmental Assessment/Initial Study		$5,000		$5,200		$200	Deposit		Y
	b) Notice of Exemption								[b]	
	c) Negative Declaration		$10,000		$10,400		$400	Deposit		Y
	d) EIR Deposit		$10,000		$10,400		$400	Deposit		Y
13	General Plan Amendment		$10,000		$10,400		$400	Deposit		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

	Description	Current Fixed Fee	Current Initial Deposit	Proposed Fixed Fee	Proposed Initial Deposit	Fee Change	Deposit Change	Charge Basis	Note	Yearly Adjust
14	Home Occupation									
	a) Low Impact	$125		$130		$5		Flat Fee		Y
	b) Moderate Impact	$250		$259		$9		Flat Fee		Y
15	Landmark Designation or Demolition	$1,500		$1,555		$55		Flat Fee		Y
16	Landmark Alteration Permit	$500		$518		$18		Flat Fee		Y
17	Occupancy Review	$150		$155		$5		Flat Fee		Y
18	Pre-Application (Initial Project Review)	$525		$544		$19		Flat Fee		Y
19	Sign Review	$300		$311		$11		Flat Fee		Y
20	Special Event Permit									
	a) Application Fee									
	i) Application Submitted More than 15 Days Before Event	$100		$104		$4		Flat Fee		Y
	ii) Application Submitted Within 15 Days of Event	$300		$311		$11		Flat Fee		Y
	b) Police / Streets / Other City Support Provided for Event Monitoring, Street Closures, Setup, etc.	Actual Costs; Bill Per Hour		Actual Costs; Bill Per Hour				Per Hour		Y
21	Specific Plan Amendment		$10,000		$10,400		varies	Deposit		Y
22	Specific Plan or Planned Development Overlay		$10,000		$10,400		$400	Deposit		Y
23	Temporary Use Permit	$275		$285		$10		Flat Fee		Y
24	Tentative Parcel Map	$4,000		$4,147		$147		Flat Fee		Y
25	Tentative Subdivision Map		$5,000		$5,200		varies	Deposit		Y
26	Per Resulting Lot Tentative Maps		$40		$41		varies	Deposit		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PLANNING FEES

	Description	Current Fixed Fee	Current Initial Deposit	Proposed Fixed Fee	Proposed Initial Deposit	Fee Change	Deposit Change	Charge Basis	Note	Yearly Adjust
27	Use Permit									
	a) Minor	$3,500		$3,628			varies	Flat Fee		Y
	b) Major		$5,000	$3,628				~~Deposit~~		~~Y~~
28	Sewer Capacity Study Fee Deposit				$5,200			Deposit		Y
29	Zone Change		$3,500		$3,600		$100	Deposit		Y
30	Variance									
	a) ZA determination	$525		$544		$19		Flat Fee		Y
	b) Minor Variance	$1,750		$1,814		$64		Flat Fee		Y
	c) Variance		$3,500		$3,600		$100	Deposit		Y
31	Zoning/General Plan Compliance Letters	$150		$155		$5		Flat Fee		Y
	Assorted Copies									
32	General Plan, Housing Element, Zoning Code	Online		Online					[c]	N
33	Copies	$0.25		$0.25		($0.01)		Per Page		N
	Hourly Billing Rate									
34	Planning	$175		$181				Per Hour		Y
35	Contract Services	Actual Cost + 15% Admin Fee		Actual Cost + 15% Admin Fee				T & M		N

* Applicants shall be responsible for all amounts due to other agencies (e.g., LAFCO, Department of Fish & Wildlife, County Recorder, etc.)

** For deposit based fees the City intends to collect 100% of total cost of service using time and materials billings.

[a] If appeal is successful, appeal filing fee will be returned to appellant.

[b] Amount collected as part of other fees.

[c] Documents are available online. For hardcopy materials use actual printing costs or per page copy fee.

City of Oroville

BEFORE AND AFTER ILLUSTRATION - SHORT TERM RENTAL PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1 Short-Term Vacation Rental Permit Fee						
a) Administrative Permit	$435	$451	$16			Y
b) Use Permit (Airbnb, B&B, SRO, Boarding House)	$3,500	$3,628	$128			Y
2 Technology Fee (% of permit fee)	6%	6%	0%			N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
	LAND DEVELOPMENT						
1	Abandon Street	$1,275	$1,322	$47			Y
2	Assessment District Setup						
	a) Deposit	$10,000	$10,367	$367			Y
	b) Per Lot	$30	$31	$1			Y
3	Certificate of Compliance	$600	$622	$22			Y
4	Deferred Improvement Agreement	$375	$389	$14			Y
5	Final Parcel Map Review	$2,400	$2,488	$88			Y
6	Final Subdivision Map Review	$2,400	$2,488	$88			Y
7	Flood Plain Letter	$150	$155	$5			Y
8	Grading Permit	$150	$155	$5			Y
9	Grant of License	$150	$155	$5			Y
10	Lot Line Adjustment	$1,200	$1,244	$44			Y
11	Parcel Merger	$1,200	$1,244	$44			Y
12	Reversion to Acreage	$5,400	$5,598	$198			Y
13	Sewer Main Tapping Fee	$600	$622	$22			Y
14	Sewer Service Agreement - Outside	$750	$777	$27			Y
15	Sewer Service Charges						
	a) City	$23.56	$23.56	$0	per EDU		N
	b) SC-OR	$23.85	$23.85	$0	per EDU		N
16	Subdivider Agreement	$1,800	$1,866	$66			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
17 Site Improvements Plan Check						
a) Plan Check	3.0%	3.0%	$0	% of construction cost		N
b) Construction Inspection	3.0%	3.0%	$0	% of construction cost		N
18 Transportation Permit	$16 - $90	$16 - $90				N
ENCROACHMENT						
19 Construction Dumpster	$100	$104	$4			Y
20 Construction Job Trailer	$100	$104	$4			Y
21 Disabled Curb Ramp	$300	$311	$11	each location		Y
22 Drainage Inlet	$300	$311	$11	each location		Y
23 Paving - less than 1,000 sq ft	$150	$155	$5			Y
24 Sidewalk, Curb and Gutter						
a) Repair, less than 100 lf	$150	$155	$5			Y
b) New, less than 100 lf	$300	$311	$11			Y
c) Obstruction	$150	$155	$5	each location		Y
25 Street Repair, less than 500 sq ft	$225	$233	$8			Y
26 Underground Utility, less than 300 lf	$300	$311	$11			Y
27 House Relocating/Moving	$375	$389	$14			Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
IMPACT FEES						
28 Traffic Impact Fee						
a) Single Family	$961	$961	$0	per unit		N
b) Multi Family	$745	$745	$0	per unit		N
c) Commercial	$2,091	$2,091	$0	per 1,000 sq ft		N
d) Office	$1,105	$1,105	$0	per 1,000 sq ft		N
e) Industrial	$575	$575	$0	per 1,000 sq ft		N
29 Facilities Impact Fees						
a) General Government						
i) Single Family	$1,135	$1,135	$0	per unit		N
ii) Multi Family	$676	$676	$0	per unit		N
iii) Commercial	$590	$590	$0	per 1,000 sq ft		N
iv) Office	$770	$770	$0	per 1,000 sq ft		N
v) Industrial	$286	$286	$0	per 1,000 sq ft		N
b) Fire						
i) Single Family	$804	$804	$0	per unit		N
ii) Multi Family	$648	$648	$0	per unit		N
iii) Commercial	$507	$507	$0	per 1,000 sq ft		N
iv) Office	$662	$662	$0	per 1,000 sq ft		N
v) Industrial	$246	$246	$0	per 1,000 sq ft		N
c) Law Enforcement						
i) Single Family	$1,393	$1,393	$0	per unit		N
ii) Multi Family	$1,122	$1,122	$0	per unit		N
iii) Commercial	$393	$393	$0	per 1,000 sq ft		N
iv) Office	$514	$514	$0	per 1,000 sq ft		N
v) Industrial	$192	$192	$0	per 1,000 sq ft		N
d) Parks						
i) Single Family	$3,843	$3,843	$0	per unit		N
ii) Multi Family	$3,095	$3,095	$0	per dwelling unit		N
30 Drainage Impact Fee						
a) Single Family	$2,572	$2,572	$0			N
b) Multi Family Per Unit	$1,029	$1,029	$0			N
c) Commercial	$1,466	$1,466	$0			N
d) Office	$1,440	$1,440	$0			N
e) Industrial	$1,388	$1,388	$0			N
f) Thermalito	see fee schedule	see fee schedule				N
31 Sewer Connection						

City of Oroville

BEFORE AND AFTER ILLUSTRATION - LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
a) Impact Fee	$1,794	$1,794	$0	per EDU		N
b) SCOR	$6,638	$6,638	$0	per EDU		N

City of Oroville

BEFORE AND AFTER ILLUSTRATION - POLICE FEES

	Description	Current Fee	Proposed Fee	Fee Change	Charge Basis	Note	Yearly Adjust
1	Alarm Permit	$30	$31	$1			Y
2	Citation Signoff	$20	$20	$0			N
3	Local Record Review	$38	$39	$1			Y
4	Police Report	$20	$20	$0	per report		N
5	CAD Report	$10	$10	$0			N
6	Digital Photographs	$25	$25	$0			N
7	Hourly Rate						
	a) Officer	$113	$117	$4	per hour	[a]	Y
	b) Detective	$119	$123	$4	per hour	[a]	Y
8	VIN Verification	$25	$25	$0			N
9	Vehicle Repossession Release	$15	$15	$0		[b]	N
10	Impounded/Stored Vehicle Release	$165	$171	$6			Y

[a] Rate for special service requests. Overtime rate.
[b] Amount set by State.

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CULTURAL FACILITIES ADMISSION FEE SCHEDULE

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note
	Admissions to C.F. Lott Home Museum					
1	General Admission (12 years and older)	$4.00	$4.00	$0.00		
2	~~AAA~~ Senior Discount Admission	$3.50	$3.00	-$0.50		
~~3~~	~~Adult Group Admission (15 people or more)~~	~~$3.50~~	~~$3.50~~	~~$0.00~~		
3	Children Under 12 Years (when accompanied by a paying adult)	Free	Free			
4	Adult Group Tour Fees (Max. 35)	$22.00	$50.00	$28.00		
5	School Tour Fees					
	a) One Class ~~of 3rd to 6th Grade Students (Max. 35)~~ K2 - K12 Students	$22.00	$40.00	$18.00		
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)			
	~~c) Additional Chaperones~~	~~$3.50~~	~~$4.00~~	~~$0.50~~	~~each~~	
	~~d) Below 3rd Grade~~	~~No Admittance~~	~~No Admittance~~			
	~~e) School Classes Above 6th Grade~~	~~$3.50~~	~~$4.00~~	~~$0.50~~	~~each person~~	
	Admissions to Chinese Temple Complex & Museum					
6	General Admission (12 years and older)	$4.00	$4.00	$0.00		
7	~~AAA~~ Senior Discount Admission	$3.50	$3.00	-$0.50		
~~9~~	~~Adult Group Admission (15 people or more)~~	~~$3.50~~	~~$3.50~~	~~$0.00~~		
8	Children Under 12 Years (when accompanied by a paying adult)	Free	Free			
9	Adult Group Tour Fees (Max. 35)	$22.00	$50.00	$28.00		

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CULTURAL FACILITIES ADMISSION FEE SCHEDULE

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note
10	School Tour Fees					
	a) One Class ~~of 3rd to 6th Grade Students (Max. 35)~~ K2 - K12 Students	$22.00	$40.00	$18.00		
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)			
	~~c) Additional Chaperones~~	~~$3.50~~	~~$4.00~~	~~$0.50~~	~~each~~	
	~~d) Below 3rd Grade~~	~~No Admittance~~	~~No Admittance~~			
	~~e) School Classes Above 6th Grade~~	~~$3.50~~	~~$4.00~~	~~$0.50~~	~~each person~~	
	Admissions to Bolt's Antique Tool Museum					
11	General Admission (12 years and older)	$4.00	$4.00	$0.00		
12	~~AAA~~ Senior Discount Admission	$3.50	$3.00	-$0.50		
~~15~~	~~Adult Group Admission (15 people or more)~~	~~$3.50~~	~~$3.50~~	~~$0.00~~		
13	Children Under 12 Years (when accompanied by a paying adult)	Free	Free			
14	Adult Group Tour Fees (Max. 35)	$22.00	$50.00	$28.00		
15	School Tour Fees					
	a) One Class ~~of 3rd to 6th Grade Students (Max. 35)~~ K2 - K12 Students	$22.00	$40.00	$18.00		
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)			
	~~c) Additional Chaperones~~	~~$3.50~~	~~$4.00~~	~~$0.50~~	~~each~~	
	~~d) Below 3rd Grade~~	~~No Admittance~~	~~No Admittance~~			
	~~e) School Classes Above 6th Grade~~	~~$3.50~~	~~$4.00~~	~~$0.50~~	~~each person~~	
	Admissions to Butte County Pioneer Memorial Museum					
16	General Admission (12 years and older)	$4.00	$4.00	$0.00		
17	~~AAA~~ Senior Discount Admission	$3.50	$3.00	-$0.50		
~~21~~	~~Adult Group Admission (15 people or more)~~	~~$3.50~~	~~$3.50~~	~~$0.00~~		
18	Children Under 12 Years (when accompanied by a paying adult)	Free	Free			
19	Adult Group Tour Fees (Max. 35)	$22.00	$50.00	$28.00		

City of Oroville

BEFORE AND AFTER ILLUSTRATION - CULTURAL FACILITIES ADMISSION FEE SCHEDULE

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note
20	School Tour Fees					
	a) One Class ~~of 3rd to 6th Grade Students (Max. 35)~~ K2 - K12 Students	$22.00	$40.00	$18.00		
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)			
	~~c) Additional Chaperones~~	~~$3.50~~	~~$4.00~~	~~$0.50~~	~~each~~	
	~~d) Below 3rd Grade~~	~~No Admittance~~	~~No Admittance~~			
	~~e) School Classes Above 6th Grade~~	~~$3.50~~	~~$4.00~~	~~$0.50~~	~~each person~~	
	Museum Mile Weekend Pass					
21	Museum Mile Weekend Pass to City Museums	n/a	$10.00	$10.00	per person	
	Admissions to Feather River Nature Center					
22	General Admission - Adults and Children	Free	Free			
23	Adult Group Tour Fees (Max. ~~35~~ 20)	$22.00	$40.00	$18.00		
24	School Tour Fees					
	a) One Class ~~of 3rd to 6th Grade Students (Max. 35)~~ K2 - K12 Students	$22.00	$30.00	$8.00		
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)	Included (free)			
	~~c) Additional Chaperones~~	~~$3.50~~	~~$4.00~~	~~$0.50~~	~~each~~	
	~~d) Below 3rd Grade~~	~~No Admittance~~	~~No Admittance~~			
	~~e) School Classes Above 6th Grade~~	~~$3.50~~	~~$4.00~~	~~$0.50~~	~~each person~~	

Yearly Adjust
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City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

	Description	Current Fee Saturdays and Holidays	Current Fee All Others	Proposed Fee Saturdays and Holidays	Proposed Fee All Others	Proposed Change Saturdays and	Proposed Change All Others	Note	Yearly Adjust
	Sank Park/Lott Home								
	Rental Fees for this park are for 8 hours maximum, park must be vacated by 9:00pm								
1	**Wedding Only - Gazebo & Nancy Price Room**								
	a) City Residents	$410.00	$275.00	$425.00	$285.00	$15.00	$10.00		Y
	b) Non-Residents	$520.00	$345.00	$539.00	$358.00	$19.00	$13.00		Y
	c) Key Deposit	$85.00	$85.00	$88.00	$88.00	$3.00	$3.00		Y
	d) Cleaning Deposit	$165.00	$165.00	$171.00	$171.00	$6.00	$6.00		Y
	e) Amplification Permit - PA Systems	$50.00	$50.00	$52.00	$52.00	$2.00	$2.00		Y
	f) Alcohol Permit	$80.00	$80.00	$83.00	$83.00	$3.00	$3.00		Y
2	**Reception Only - Patio & Kitchen**								
	a) City Residents	$410.00	$275.00	$425.00	$285.00	$15.00	$10.00		Y
	b) Non-Residents	$520.00	$345.00	$539.00	$358.00	$19.00	$13.00		Y
	c) Key Deposit	$85.00	$85.00	$88.00	$88.00	$3.00	$3.00		Y
	d) Cleaning Deposit	$165.00	$165.00	$171.00	$171.00	$6.00	$6.00		Y
	e) Amplification Permit - PA Systems	$50.00	$50.00	$52.00	$52.00	$2.00	$2.00		Y
	f) Alcohol Permit	$80.00	$80.00	$83.00	$83.00	$3.00	$3.00		Y
3	**Wedding & Reception Only - Patio, Kitchen, Gazebo & Nancy Price Room**								
	a) City Residents	$830.00	$550.00	$860.00	$570.00	$30.00	$20.00		Y
	b) Non-Residents	$1,040.00	$690.00	$1,078.00	$715.00	$38.00	$25.00		Y
	c) Key Deposit	$85.00	$85.00	$88.00	$88.00	$3.00	$3.00		Y
	d) Cleaning Deposit	$165.00	$165.00	$171.00	$171.00	$6.00	$6.00		Y
	e) Amplification Permit - PA Systems	$50.00	$50.00	$52.00	$52.00	$2.00	$2.00		Y
	f) Alcohol Permit	$80.00	$80.00	$83.00	$83.00	$3.00	$3.00		Y
4	**General Group Use**								

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

Description	Current Fee Saturdays and Holidays	Current Fee All Others	Proposed Fee Saturdays and Holidays	Proposed Fee All Others	Proposed Change Saturdays and	Proposed Change All Others	Note	Yearly Adjust
a) Fundraiser/Event with Admission Charge	$580.00	$385.00	$601.00	$399.00	$21.00	$14.00		Y
b) Kitchen Rental	$130.00	$85.00	$135.00	$88.00	$5.00	$3.00		Y
c) Coach Room (Per Person)	$5.00	$5.00	$5.00	$5.00	$0.00	$0.00		Y
d) Key Deposit	$85.00	$85.00	$88.00	$88.00	$3.00	$3.00		Y
e) Cleaning Deposit	$165.00	$165.00	$171.00	$171.00	$6.00	$6.00		Y
f) Amplification Permit - PA Systems	$50.00	$50.00	$52.00	$52.00	$2.00	$2.00		Y
g) Alcohol Permit	$80.00	$80.00	$83.00	$83.00	$3.00	$3.00		Y

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note
	Centennial Plaza					
	Electricity is the Only Amenity Offered - No Restrooms!					
1	Wedding and/or Reception	$160	$166	$6		
2	Key Deposit (for electrical box)	$35	$36	$1		
	Hammon Park					
3	General Park Fee (up to 4 hours)	$50	$52	$2		
4	Each Additional Hour	$15	$16	$1		
5	Fundraiser	$285	$295	$10		
6	Elementary School Events	Free	Free			
7	Alcohol Permit	$80	$83	$3	per hr, min 3 hrs	
8	Amplification Permit - PA Systems	$55	$57	$2		
9	Key Deposit (for electrical box)	$35	$36	$1		
10	Water Spigot Deposit	$95	$98	$3		
	Rotary Park					
11	General Park Fee (up to 4 hours)	$50	$52	$2		
12	Each Additional Hour	$15	$16	$1		
13	Fundraiser	$285	$295	$10		
14	Elementary School Events	Free	Free			
15	Rotary Club events at Rotary Park	Free	Free			
16	Alcohol Permit	$80	$83	$3	per hr, min 3 hrs	
17	Amplification Permit - PA Systems	$55	$57	$2		
18	Key Deposit (for electrical box)	$35	$36	$1		
19	Water Spigot Deposit	$95	$98	$3		

City of Oroville

BEFORE AND AFTER ILLUSTRATION - PARK USE RENTAL FEES

	Description	Current Fee	Proposed Fee	Proposed Change	Charge Basis	Note
	Hewitt Park					**[a]**
20	Bocce Ball Equipment Deposit (Ball set available at City Hall)	$50	$52	$2		
21	General Park Fee (up to 4 hours)	$40	$41	$1		
22	Each Additional Hour	$10	$10	$0		
23	Fundraiser	$225	$233	$8		
24	Elementary School Events	Free	Free			
25	Alcohol Permit	$80	$83	$3	per hr, min 3 hrs	
26	Amplification Permit - PA Systems	$55	$57	$2		
27	Key Deposit (for electrical box)	$35	$36	$1		
28	Water Spigot Deposit	$95	$98	$3		
	Oroville Municipal Auditorium					
29	Rental for the First 12 Hours, Including 1 Staff Person for 8 Hours	$625	$648	$23		
30	Staff Person Per Hour After 8 Hours	$35	$36	$1		
31	Additional Staff Person Per Hour (Min 1 Hr)	$35	$36	$1		
32	Refundable Cleaning Deposit/Security Deposit	$500	$518	$18		
33	Alcohol Permit	$80	$83	$3	per hr, min 3 hrs	

[a] No reservations taken until Hewitt Park remodel is completed. Fees listed for Hewitt Park will become effective at that time.

Yearly Adjust
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Yearly Adjust
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INFLATIONARY ADJUSTMENT CALCULATION

Source: CPI All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

Month / Period	Year	Value	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Annual Avg*	2022	327.060					
Annual Avg*	2023	339.050	3.67%				
Annual Avg	2024						
Annual Avg	2025						
Annual Avg	2026						
Annual Avg	2027						

	Year	Inflator
CPI Inflator for use in this update	2023	3.67%

Master Schedule of User and Regulatory Fees

Effective July 1, 2024

City of Oroville
Master Fee Schedule

Fee Type	Page
BUILDING FEES	1
CODE COMPLIANCE FEES	8
CODE COMPLIANCE / ADMINISTRATIVE CITATIONS	9
FIRE DEPARTMENT FEES	10
PLANNING FEES	16
SHORT TERM VACATION RENTAL PERMIT FEES	18
LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES	19
POLICE FEES	22
CULTURAL FACILITIES ADMISSION FEES	23
PARK USE RENTAL FEES	25

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Minimum Permit Fee (When One Inspection is Required)	$172			Y
2	Minimum Permit Fee (When Two Inspections are Required)	$344			Y
3	Standard Hourly Rate	$172			Y
4	Technology Cost Recovery Fee (to be charged at each permit application and issuance)	6% of plan review and permit fee			N
5	Strong Motion Instrumentation Program (SMIP) Fee				
	a) Residential	Valuation x .00013			N
	b) Commercial	Valuation x .00028			N
6	Green Building Fee	$1 per $25,000 of Permit Valuation			N
	Fire Project Review and Inspection Fees				
7	Administrative Fee	$172		[a]	Y
8	Burn Permit Fee	$26			Y
9	Fire Works Permit Administrative Fee	$332		[b]	N
	Miscellaneous Department Fees				
10	Business License Occupancy Inspection Fee (minimum 1 hour)	$172	per hour		Y
11	Business License Occupancy Submittal/Processing Fee (minimum ½ hour)	$86	per 1/2 hour		Y
12	First Time Homebuyer's Inspection Fee (minimum 1 hour)	$172	per hour		Y
13	Re-inspection fee for Business License Occupancy or First Time Homebuyer's Inspection (minimum 1 hour)	$172	per hour		Y
14	Encroachment Permit Administrative Processing Fee	$31			Y
15	Addressing (new or re-addressing), per hour (minimum ½ hour)	$86	per 1/2 hour		Y
16	Temporary Certificate of Occupancy	$344			Y
17	Certificate of Occupancy Document	$21			Y
18	Plan review fee (minimum ½ hour)	$86	per 1/2 hour		Y
19	Geotechnical Review Fee (minimum 1 hour)	$172	per hour		Y
20	Site Inspection (minimum 1 hour)	$172	per hour		Y
21	Requested Special Inspection per hour or fraction thereof (minimum 1 hour)	$172	per hour		Y
22	Alternative Methods and Materials Review per hour (minimum 1 hour)	$172	per hour		Y
23	Photocopy of Documents Fees				
	a) 8.5" x 11"	$0.25	per sheet		N
	b) 11" x 17"	$1.10	per sheet		N
	c) 18" x 26"	$1.15	per sheet		N
	d) 24" x 36"	$1.25	per sheet		N
	e) 24" x 42" and larger	$1.30	per sheet		N

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
24	Specialized reviews and requests	Actual Cost			N
25	Certified Access Specialist Program (CASp)				
	a) Inspection per hour (minimum 1 hour)	$172	per hour		Y
	b) Inspection report per hour (minimum ½ hour)	$86	per 1/2 hour		Y
	c) Certificate	$104			Y
26	Demolition				
	a) Per building	$172			Y
	b) Per building if a structure pre-measure is requested	$344			Y
27	Residential swimming pool, spa, or hot tub				
	a) Plan review (minimum 1 hour)	$172	per hour		Y
	b) Permit	$860			Y
28	Residential swimming pool addition or remodel permit	$516			Y
29	Residential spa or hot tub permit (self-contained above ground)	$344			Y
30	Commercial swimming pool or spa permit	Based on Valuation			Y
31	Re-Roof Permit				
	a) Residential	$344			Y
	b) Residential multifamily (per building)	$344			Y
	c) Commercial	$516			Y
32	Window installation or replacement permit (rough frame, and final inspection required)				
	a) Retrofit windows	$172			Y
	b) New construction windows (flashing, minor siding replacement,	$344			Y
	c) Residential or commercial building move (site, foundation, electrical, plumbing, mechanical, and final inspection); additional fees may apply	Based on Valuation			Y
	Patio Covers, Decks, and Trellises				
33	Plan Review (minimum 1 hour)	$172	per hour		Y
34	Up to 500 sq.ft. (wood or metal construction)	$516			Y
35	Enclosed up to 500 sq.ft. (wood or metal construction)	$688			Y
36	In excess of 500 sq.ft. (covered or enclosed) additional fee per 100 sq.ft. or fraction thereof	$172			Y
37	Deck or Trellis (per structure)	$344			Y
	Signs				
38	Plan Review, (wall and/or roof mounted) (minimum 1 hour)	$172	per hour		Y
39	Plan Review (freestanding) (minimum 1 hour)	Based on Valuation			Y
40	Additional electrical permit fee for illuminated signs (minimum 1 hour)	$172	per hour		Y
41	Signs - 0-100 square feet	$344			Y
42	Signs - Over 100 square feet	$516			Y

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Cellular Tower				
43	Plan Review, (minimum 1 hour)	Based on Valuation			Y
44	Free standing monopole	$860			Y
45	Co-location	$688			Y
46	Equipment Container	$344			Y
	Manufactured Buildings				
47	Application Fee	$31			Y
48	Plan Review (minimum 1 hour)	$172	per hour		Y
49	Installation with Standard Plan Approval (SPA)	$688			Y
50	Non-Standard Plan Approval (SPA), engineered foundation system	Based on Valuation			Y
51	Electrical	$172			Y
52	Plumbing	$172			Y
53	Mechanical	$172			Y
54	Commercial Coach set-up and installation	Based on Valuation			Y
55	California State 433A & 433B processing fee (per building section)	$22			Y
56	Master Plan Fee	$344			Y
	Electrical Service and/or Sub-Panel Installation				
57	Up to 325 amperes	$172			Y
58	325 to 1,000 amperes	$344			Y
59	Over 1,000 amperes	$344			Y
60	Plan Review fee (when required) (minimum 1 hour)	$172	per hour		Y
61	Temporary power pole/service	$344			Y
62	Residential backup generator	$344			Y
63	Commercial backup generator	$516			Y
	Photovoltaic (PV-Solar) & Alternative Energy Systems				
64	Photovoltaic & Alternative Energy Systems Plan Review				
	a) Residential	$172			Y
	b) Commercial (minimum 1 hour)	Based on Valuation			Y
65	Residential roof mount; PV panels and equipment only	$344			Y
66	Residential ground mount; PV panels and equipment only (minimum 2 hours)	Based on Valuation			Y
67	Commercial roof mount; PV panels and equipment only (per each separate array)	$516			Y
68	Commercial ground mount; PV panels and equipment only (minimum 3 hours)	Based on Valuation			Y
69	Alternative Energy Producing System (wind turbine, methane gas conversion, bio-fuels, etc) (per valuation table)	Based on Valuation			Y
70	Residential or Commercial Ground Mount Foundation Plan Review	Based on Valuation			Y
71	Residential or not of Commercial Ground Mount Foundation	Based on Valuation			Y

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Miscellaneous Plumbing				
72	Water heater installation/replacement	$172			Y
73	Water softener or reverse osmosis installation/replacement	$172			Y
74	Temporary gas release (prior to final inspection) (minimum 1 inspection)	$172			Y
75	Above ground propane tank installation/replacement	$344			Y
76	In-ground propane tank installation/replacement	$516			Y
	Miscellaneous Mechanical				
77	Residential HVAC furnace, A/C condenser, and/or ductwork	$172			Y
78	Commercial HVAC furnace, A/C condenser, and/or ductwork	$344			Y
79	Prefabricated or metal fireplace (Listed by a recognized agency; EPA phase II approved)	$344			Y
80	Masonry with gas fireplace insert (EPA phase II approved)	$344			Y
	Guidelines for determining the valuation of common projects per type of structure shall be based on the actual work valuation but no less than the latest International Code Council based square footage tables.				
	Miscellaneous Administration Fees				
81	Deferred Submittal Request (subject to approval by the Building Official)	$172			Y
82	Permit Extension Request (subject to approval by the Building Official)	$172			Y
83	Plan Review Extension Request (subject to approval by the Building Official)	$172			Y
84	Re-instate expired permit – ½ of the cost of original permit if permit is older than 24 months; excludes school, fire, and FSA, etc fees) – (subject to approval by the Building Official)	1/2 the cost of original permit fees			N

[a] Fee for all fire review submittals (sprinklers, commercial kitchen hood extinguishing systems, fire alarm systems, etc.) (minimum 1/2 hour).
[b] Applies if processed/issued by the Development Services Department (minimum 2 hours).

City of Oroville
BUILDING FEES

Building Permit Fees

Total Valuation			Permit Fee				Yearly Adjust
$1	to	$500	$24.00				N
$501	to	$2,000	$24.00	for the first $500	plus	$3.00 for each add'l $100 or fraction thereof, to and including $2,000	N
$2,001	to	$40,000	$69.00	for the first $2,000	plus	$11.00 for each add'l $1,000 or fraction thereof, to and including $40,000	N
$40,001	to	$100,000	$487.00	for the first $40,000	plus	$9.00 for each add'l $1,000 or fraction thereof, to and including $100,000	N
$100,001	to	$500,000	$1,027.00	for the first $100,000	plus	$7.00 for each add'l $1,000 or fraction thereof, to and including $500,000	N
$500,001	to	$1,000,000	$3,827.00	for the first $500,000	plus	$5.00 for each add'l $1,000 or fraction thereof, to and including $1,000,000	N
$1,000,001	to	$5,000,000	$6,327.00	for the first $1,000,000	plus	$3.00 for each add'l $1,000 or fraction thereof, to and including $5,000,000	N
$5,000,001	and	Up	$18,327.00	for the first $5,000,000	plus	$1.00 for each add'l $1,000 or fraction thereof	N

City of Oroville
BUILDING FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Other Inspections and Fees				
1	Inspections outside normal business hours (minimum 2 hours)	$207	per hour		Y
2	Re-inspection fees assessed under the provisions of Section 6-1.7; 110.7 of the Oroville City Ordinance 1767.	$172	per hour		Y
3	Inspection for which no fee is specifically indicated (minimum 1 hour)	$172	per hour		Y
4	Additional plan review required due to changes, additions, or revisions to plans (minimum ½ hour)	$86	per half hour		Y
5	For use of outside consultants for plan review and inspections, or both	Actual Cost		[a]	N
6	Plan Review: When a plan or other data is required to be submitted for review, the plan review fee for each building, structure, utility, etc.	65% of Building Permit Fee		[b]	N
7	Plan Review - Master Plan			[b][c]	
	a) Plan Review for Initial Review of Master Plan	65% of Building Permit Fee		[b][c]	N
	b) Plan Review for Each Building Permit that Utilizes an Approved Master Plan	$172		[b][c]	Y
8	Disabled Access Review: For the review of California Code of Regulation Title 24 requirements for accessibility for the physically disabled	$172	per hour		Y
9	Energy Conservation Review: For review of California Code of Regulations Title 24 requirements for energy conservation	10% of Building Permit Fee			N
10	Green Building Standards Review: For review of California Code of Regulations Title 24 requirements for green building standards	15% of Building Permit Fee			N

[a] Actual costs include the actual invoice amounts from the third party, as well as city administrative costs (e.g., staff and administrative billable rates).

[b] Fee covers up to three reviews. Each additional review will be billed at hourly rate.

[c] For all project master plans, full plan review will be charged for the initial review of all master plans. For each building permit that utilizes an approved master plan, a one hour plan review fee will be charged on each permit.

City of Oroville
BUILDING FEES

Additional Notes on Application of Fee Schedule

Building Permit Fee
For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "Building Permit" of the Building Valuation Fee Table (minimum $166.00 fee)

Building Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

Electrical Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "12.5%" of the Building Permit Valuation Fee table (minimum $166.00 fee)

Electrical Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

Plumbing Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "10%" of the Building Permit Valuation Fee table (minimum $166.00 fee)

Plumbing Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

Mechanical Permit Fee

For new construction, remodel, additions, or tenant improvement for any building or structure where a Building Permit is issued, use the column which is "7.5%" of the Building Permit Valuation Fee table (minimum $166.00 fee)

Mechanical Permit Fee for any other construction work that is not listed, the contract amount will be the valuation and the fee will be the "Valuation Fee" (minimum $166.00 fee for one inspection and $332.00 for two inspections)

City of Oroville
CODE COMPLIANCE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Re-inspection Fee	$160			Y
2	Extension Request / Administrative Fee	$80			Y
3	Multi-Family Inspection Program Fee (per dwelling unit)	$40			Y
4	Preliminary Title Search Fee (Litigation Guarantee)				
	a) Administrative Fee	$120			Y
	b) Title Search Company Cost	Actual Cost			N
5	Property Lien Processing Fee (per property) (1 hour)	$160			Y
6	Property Posting Fee	$160			Y
7	Vacant Building Monitoring Ordinance Fee (Annual)	$479			Y
8	Vehicle Abatement	$200			Y
9	Specialized Services Including, but not limited to, Attorney and Abatement Services	Actual Cost			Y
10	Miscellaneous Administrative Code Enforcement Fee (when not listed specifically above) (based on hourly rate; minimum ½ hour)	$80	per half hour		Y

City of Oroville

CODE COMPLIANCE / ADMINISTRATIVE CITATIONS

	Description	Citation Amount	30-Day Penalty	Note	Yearly Adjust
1	First Citation	$100	$100		N
2	Second Citation	$200	$200		N
3	Third Citation	$500	$500		N
4	Fourth Citation	$1,000	$1,000		N
5	Each Additional Citation	$1,000	$1,000		N

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Construction				
1	Civil Plans				
	a) Design Review	$745			Y
2	Fire & life safety for building compliance				
	a) Plan Review	20% of building plan check fee			N
	b) Inspection	$569			Y
	Fire Protection Systems				
3	Kitchen hood system plan review and inspection				
	a) Plan Review	$394			Y
	b) Inspection	$307			Y
4	**Underground Fire lines plan review and inspection**				
	a) Plan Review	$394			Y
	b) Inspection	$482			Y
	New construction sprinkler system plan review inspection				
5	1 - 200 sprinklers				
	a) Plan Review	$394			Y
	b) Inspection	$482			Y
6	201+ sprinklers				
	a) Plan Review	$657			Y
	b) Inspection	$657			Y
	i) Add 1/2 hour per each floor over ground floor	$88			Y
	ii) Add 1/2 hour per each fire sprinkler riser	$88			Y
	Tenant improvement sprinkler system plan review and inspection				
7	1 - 50 sprinklers				
	a) Plan Review	$394			Y
	b) Inspection	$307			Y
8	51+ sprinklers				
	a) Plan Review	$569			Y
	b) Inspection	$482			Y

City of Oroville
FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Residential SFD and Duplex fire sprinkler system, fire alarm system plan review and inspection				
9	Residential SFD and Duplex fire sprinkler system plan review and inspection				
	a) Plan Review	$394			Y
	b) Inspection	$307			Y
10	Fire alarm system plan review				
	a) Plan Review	$569			Y
	b) Inspection	$394			Y
11	Compressed gas systems				
	a) Plan Review	$394			Y
	b) Inspection	$307			Y
12	High-pile storage				
	a) Plan Review	$394			Y
	b) Inspection	$307			Y
13	Paint and spray booth				
	a) Plan Review	$394			Y
	b) Inspection	$307			Y
14	Temporary Structures, Tents, Canopies				
	a) Plan Review	$394			Y
	b) Inspection	$307			Y
15	Above ground tank installation				
	a) Plan Review	$394			Y
	b) Inspection	$307			Y
16	Below ground tank installation/removal				
	a) Plan Review	$394			Y
	b) Inspection	$307			Y
17	Technical reports/alternate material request	$526			Y
18	Special plan review (expedite) (per hour)	$263			Y
19	Re-inspection fees	$175			Y
20	Aerosol products exceeding 500 lbs. Manufacturing or packaging only	$263			Y
21	Amusement buildings Haunted Houses and similar activity per bldg	$350			Y
22	Aviation servicing or repair buildings (Per Airport)	$350			Y

City of Oroville
FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
23	Cellulose nitrate film Per facility, manufacturing, cabinet shop, mill	$263			Y
24	Combustible fibers (Manufacturing, cotton, straw, etc.)	$350			Y
25	Compressed gases CFC Article 30, in excess of 50lbs or 1 mobile unit	$263			Y
26	Covered mall buildings (CBC Defined, per mall)	$526			Y
27	Cryogenic fluids (Per site, liquid nitrogen or similar)	$263			Y
28	Cutting and welding Per site, single activity/mobile operations see “Hot Work”	$350			Y
29	Carnivals, circus, fairs** (Per event**)	$350			Y
30	Dry cleaning plants (Not to include retail stores)	$350			Y
31	Exhibits and trade shows (Per event)	$350			Y
32	Explosives or blasting agents (Per facility, event or site)	$350			Y
33	Fireworks retail stand				
	a) Non-profit per City Code Ch 10-8	$0			N
	b) Clean up fee (Per site)	$254			N
34	Fireworks public display Per event, airborne or explosive	$350			Y
35	Fireworks special pyrotechnic effects (Per event)	$526			Y
36	Flammable or combustible liquids Per site, above ground storage	$263			Y
37	Floor refinishing with Class I or II liquids (old classification: Bowling Alley Refinishing) Per site, above ground storage	$263			Y
38	Fruit and crop ripening with ethylene gas (Per site)	$263			Y
39	Fumigation permit (Per building)	$263			Y
40	Hazardous materials storage, dispense, use of handling Per site 4280-2000 $202.0	$350			Y
41	Hazardous waste generator Per site, in conjunction with haz material storage	$263			Y
42	HPM facilities (Per site)	$350			Y
43	High-pile storage (Per site, CFC class I-IV materials)	$350			Y
44	Hot works operations (Per day per site - temporary uses)	$263			Y
45	Industrial ovens (Per site, cement, powder coating, etc)	$263			Y

City of Oroville
FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
46	Lumber yards processing > 100,000 board feet Per site and parcel	$350			Y
47	LPG (Per site, excludes R-3 & R-1 dwellings)	$263			Y
48	Magnesium (Per site)	$263			Y
49	Misc combustible storage in excess of 2500 cubic feet (Per site)	$350			Y
50	Open flame, torches, candles, (Per event, not in conjunction with #10 or #27	$263			Y
51	Organic coating (Per site)	$263			Y
52	Pyroxylin plastics (Per site, manufacturing and/or application)	$263			Y
53	Refrigeration equipment regulated by chapter 6 (Per site, excludes R-1 and R-3 occupancies)	$350			Y
54	Roof top heliports Per platform	$263			Y
55	Spraying and dipping (Per site, auto body, plating, acid washing, etc)	$350			Y
56	Storage of scrap tires and tire rebuilding plants (Per site, includes auto salvage yards)	$350			Y
	R Occupancies				
57	Multi-Unit Residential				
	a) 3 to 5 Units	$175			Y
	b) 6 - 10 Units	$263			Y
	c) 11 to 20 Units	$394			Y
	d) 21 - 40 Units	$569			Y
	e) 41 or more Units	$745			Y
58	Pre-inspection - Residential care facilities, per site	$88			Y
59	Large family day care R-3, per site	$350			Y
60	A Occupancies, (Assembly)	$175			Y

City of Oroville
FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
61	B Occupancies, (Business)				
	a) 1 - 500 sq ft	$44			Y
	b) 501 - 1,000 sq ft	$88			Y
	c) 1,001 to 1,500 sq ft	$131			Y
	d) 1,501 to 2,000 sq ft	$175			Y
	e) 2,001 - 2,500 sq ft	$219			Y
	f) 2,501 - 3,000 sq ft	$263			Y
	g) 3,001 - 3,500 sq ft	$307			Y
	h) 3,501 - 4,000 sq ft	$394			Y
	i) 4,001 - 4,500 sq ft	$438			Y
	j) 4,500 sq ft - 5,000 sq ft	$482			Y
62	C Occupancies, Camps, organized (Per site)	$175			Y
63	E Occupancies (example Laboratories) (Per building)	$175			Y
64	F Occupancies (example Factory)	$394			Y
65	H Occupancies Per building, fuel storage, chemical process	$350			Y
66	I Occupancies (example Hospital) (Per building)	$526			Y
67	L Occupancies (example Laboratories) (Per Building)	$175			Y
68	M Occupancies (Mercantile)				
	a) 1 - 500 sq ft	$44			Y
	b) 501 - 1,000 sq ft	$88			Y
	c) 1,001 to 1,500 sq ft	$131			Y
	d) 1,501 to 2,000 sq ft	$175			Y
	e) 2,001 - 2,500 sq ft	$219			Y
	f) 2,501 - 3,000 sq ft	$263			Y
	g) 3,001 - 3,500 sq ft	$307			Y
	h) 3,501 - 4,000 sq ft	$394			Y
	i) 4,001 - 4,500 sq ft	$438			Y
	j) 4,500 sq ft - 5,000 sq ft	$482			Y
69	S Occupancies (Storage)	$175			Y
70	U Occupancies (Utility and Miscellaneous)	$175			Y
71	Annual Fire Company Inspection Per hour or fraction thereof	$263			Y
72	Additional Inspections Per hour or fraction thereof	$85 after 2nd inspection			Y

City of Oroville

FIRE FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
73	Burn Permits	$26			N
74	Code compliance inspection	$219			Y
75	Emergency DUI response	Actual Cost			N
76	Fire report	$21			Y
77	Garbage abatement	Actual Cost			N
78	Fire watch service	$219			Y
79	False alarm cost recovery after 3rd false alarm	Actual Cost			N
80	Weed abatement	Actual Cost			N
81	Public Service call	Actual Cost			N
82	Hazardous Material response	Actual Cost			N
83	Contamination remediation	Actual Cost			N
	Hourly Rates				
84	Division Chief	$200			N
85	Battalion Chief	$152			N
86	Fire Captain	$125			N
87	Engineer	$112			N
88	Fire Fighter	$101			N
89	Dispatcher	$77			N
90	Heavy Equipment Mechanic	$101			N
91	Engine Time (Criminal or Negligent)	OES Hourly Rate			N

City of Oroville
PLANNING FEES

	Description	Fixed Fee	Initial Deposit	Charge Basis	Note	Yearly Adjust
1	Administrative Permit	$451		Flat Fee		Y
2	Adult-Oriented Business Fee	$1,814		Flat Fee		Y
3	Amendment/Modification Fee (Use Permits, Variances, TSM, etc.)	$2,177		Flat Fee		Y
4	Annexation		$10,400	Deposit		Y
5	Appeal to City Council or Planning Commission					
	a) Discretionary Items	$3,628		Flat Fee	[a]	Y
	b) Ministerial Items	$363		Flat Fee	[a]	Y
6	"Burn-Down" Letter	$181		Flat Fee		Y
7	Business License Application Review	$91		Flat Fee		Y
8	Condition Compliance		$1,500	Deposit		Y
9	Density Bonus	No Charge				N
10	Development Review	$1,037		Flat Fee		Y
11	Development Agreement		$7,300	Deposit		Y
12	Environmental Review					
	a) Environmental Assessment/Initial Study		$5,200	Deposit		Y
	b) Notice of Exemption				[b]	
	c) Negative Declaration		$10,400	Deposit		Y
	d) EIR Deposit		$10,400	Deposit		Y
13	General Plan Amendment		$10,400	Deposit		Y
14	Home Occupation					
	a) Low Impact	$130		Flat Fee		Y
	b) Moderate Impact	$259		Flat Fee		Y
15	Landmark Designation or Demolition	$1,555		Flat Fee		Y
16	Landmark Alteration Permit	$518		Flat Fee		Y
17	Occupancy Review	$155		Flat Fee		Y
18	Pre-Application (Initial Project Review)	$544		Flat Fee		Y
19	Sign Review	$311		Flat Fee		Y

City of Oroville
PLANNING FEES

	Description	Fixed Fee	Initial Deposit	Charge Basis	Note	Yearly Adjust
20	Special Event Permit					
	a) Application Fee					
	i) Application Submitted More than 15 Days Before Event	$104		Flat Fee		Y
	ii) Application Submitted Within 15 Days of Event	$311		Flat Fee		Y
	b) Police / Streets / Other City Support Provided for Event Monitoring, Street Closures, Setup, etc.	Actual Costs; Bill Per Hour		Per Hour		Y
21	Specific Plan Amendment		$10,400	Deposit		Y
22	Specific Plan or Planned Development Overlay		$10,400	Deposit		Y
23	Temporary Use Permit	$285		Flat Fee		Y
24	Tentative Parcel Map	$4,147		Flat Fee		Y
25	Tentative Subdivision Map		$5,200	Deposit		Y
26	Per Resulting Lot Tentative Maps		$41	Deposit		Y
27	Use Permit					
	a) Minor	$3,628		Flat Fee		Y
	b) Major	$3,628				
28	Sewer Capacity Study Fee Deposit		$5,200	Deposit		Y
29	Zone Change		$3,600	Deposit		Y
30	Variance					
	a) ZA determination	$544		Flat Fee		Y
	b) Minor Variance	$1,814		Flat Fee		Y
	c) Variance		$3,600	Deposit		Y
31	Zoning/General Plan Compliance Letters	$155		Flat Fee		Y
	Assorted Copies					
32	General Plan, Housing Element, Zoning Code	Online			[c]	N
33	Copies	$0.25		Per Page		N
	Hourly Billing Rate					
34	Planning	$181		Per Hour		Y
35	Contract Services	Actual Cost + 15% Admin Fee		T & M		N

* Applicants shall be responsible for all amounts due to other agencies (e.g., LAFCO, Department of Fish & Wildlife, County Recorder, etc.)

** For deposit based fees the City intends to collect 100% of total cost of service using time and materials billings.

[a] If appeal is successful, appeal filing fee will be returned to appellant.

[b] Amount collected as part of other fees.

[c] Documents are available online. For hardcopy materials use actual printing costs or per page copy fee.

City of Oroville

SHORT TERM RENTAL PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Short-Term Vacation Rental Permit Fee				
	a) Administrative Permit	$451			Y
	b) Use Permit (Airbnb, B&B, SRO, Boarding House)	$3,628			Y
2	Technology Fee (% of permit fee)	6%			N

City of Oroville

LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	LAND DEVELOPMENT				
1	Abandon Street	$1,322			Y
2	Assessment District Setup				
	a) Deposit	$10,367			Y
	b) Per Lot	$31			Y
3	Certificate of Compliance	$622			Y
4	Deferred Improvement Agreement	$389			Y
5	Final Parcel Map Review	$2,488			Y
6	Final Subdivision Map Review	$2,488			Y
7	Flood Plain Letter	$155			Y
8	Grading Permit	$155			Y
9	Grant of License	$155			Y
10	Lot Line Adjustment	$1,244			Y
11	Parcel Merger	$1,244			Y
12	Reversion to Acreage	$5,598			Y
13	Sewer Main Tapping Fee	$622			Y
14	Sewer Service Agreement - Outside	$777			Y
15	Sewer Service Charges				
	a) City	$23.56	per EDU		N
	b) SC-OR	$23.85	per EDU		N
16	Subdivider Agreement	$1,866			Y
17	Site Improvements Plan Check				
	a) Plan Check	3.0%	% of construction cost		N
	b) Construction Inspection	3.0%	% of construction cost		N
18	Transportation Permit	$16 - $90			N

City of Oroville

LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	ENCROACHMENT				
19	Construction Dumpster	$104			Y
20	Construction Job Trailer	$104			Y
21	Disabled Curb Ramp	$311	each location		Y
22	Drainage Inlet	$311	each location		Y
23	Paving - less than 1,000 sq ft	$155			Y
24	Sidewalk, Curb and Gutter				
	a) Repair, less than 100 lf	$155			Y
	b) New, less than 100 lf	$311			Y
	c) Obstruction	$155	each location		Y
25	Street Repair, less than 500 sq ft	$233			Y
26	Underground Utility, less than 300 lf	$311			Y
27	House Relocating/Moving	$389			Y

City of Oroville

LAND DEVELOPMENT ENGINEERING AND ENCROACHMENT PERMIT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	IMPACT FEES				
28	Traffic Impact Fee				
	a) Single Family	$961	per unit		N
	b) Multi Family	$745	per unit		N
	c) Commercial	$2,091	per 1,000 sq ft		N
	d) Office	$1,105	per 1,000 sq ft		N
	e) Industrial	$575	per 1,000 sq ft		N
29	Facilities Impact Fees				
	a) General Government				
	i) Single Family	$1,135	per unit		N
	ii) Multi Family	$676	per unit		N
	iii) Commercial	$590	per 1,000 sq ft		N
	iv) Office	$770	per 1,000 sq ft		N
	v) Industrial	$286	per 1,000 sq ft		N
	b) Fire				
	i) Single Family	$804	per unit		N
	ii) Multi Family	$648	per unit		N
	iii) Commercial	$507	per 1,000 sq ft		N
	iv) Office	$662	per 1,000 sq ft		N
	v) Industrial	$246	per 1,000 sq ft		N
	c) Law Enforcement				
	i) Single Family	$1,393	per unit		N
	ii) Multi Family	$1,122	per unit		N
	iii) Commercial	$393	per 1,000 sq ft		N
	iv) Office	$514	per 1,000 sq ft		N
	v) Industrial	$192	per 1,000 sq ft		N
	d) Parks				
	i) Single Family	$3,843	per unit		N
	ii) Multi Family	$3,095	per dwelling unit		N
30	Drainage Impact Fee				
	a) Single Family	$2,572			N
	b) Multi Family Per Unit	$1,029			N
	c) Commercial	$1,466			N
	d) Office	$1,440			N
	e) Industrial	$1,388			N
	f) Thermalito	see fee schedule			N
31	Sewer Connection				
	a) Impact Fee	$1,794	per EDU		N
	b) SCOR	$6,638	per EDU		N

City of Oroville

POLICE DEPARTMENT FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
1	Alarm Permit	$31			Y
2	Citation Signoff	$20			N
3	Local Record Review	$39			Y
4	Police Report	$20	per report		N
5	CAD Report	$10			N
6	Digital Photographs	$25			N
7	Hourly Rate				
	a) Officer	$117	per hour	[a]	Y
	b) Detective	$123	per hour	[a]	Y
8	VIN Verification	$25			N
9	Vehicle Repossession Release	$15		[b]	N
10	Impounded/Stored Vehicle Release	$171			Y

[a] Rate for special service requests. Overtime rate.

[b] Amount set by State.

City of Oroville

CULTURAL FACILITIES ADMISSION FEES

	Description	Fee	Charge Basis	Note	Yearly Adjust
	Admissions to C.F. Lott Home Museum				
1	General Admission (12 years and older)	$4.00			N
2	Senior Discount Admission	$3.00			N
3	Children Under 12 Years (when accompanied by a paying adult)	Free			N
4	Adult Group Tour Fees (Max. 35)	$50.00			N
5	School Tour Fees				
	a) One Class K2 - K12 Students	$40.00			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Admissions to Chinese Temple Complex & Museum				
6	General Admission (12 years and older)	$4.00			N
7	Senior Discount Admission	$3.00			N
8	Children Under 12 Years (when accompanied by a paying adult)	Free			N
9	Adult Group Tour Fees (Max. 35)	$50.00			N
10	School Tour Fees				
	a) One Class K2 - K12 Students	$40.00			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Admissions to Bolt's Antique Tool Museum				
11	General Admission (12 years and older)	$4.00			N
12	Senior Discount Admission	$3.00			N
13	Children Under 12 Years (when accompanied by a paying adult)	Free			N
14	Adult Group Tour Fees (Max. 35)	$50.00			N
15	School Tour Fees				
	a) One Class K2 - K12 Students	$40.00			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Admissions to Butte County Pioneer Memorial Museum				
16	General Admission (12 years and older)	$4.00			N
17	Senior Discount Admission	$3.00			N
18	Children Under 12 Years (when accompanied by a paying adult)	Free			N
19	Adult Group Tour Fees (Max. 35)	$50.00			N
20	School Tour Fees				
	a) One Class K2 - K12 Students	$40.00			N
	b) Adult Chaperones (maximum 1 per 5 students)	Included (free)			N
	Museum Mile Weekend Pass				
21	Museum Mile Weekend Pass to City Museums	$10.00	per person		N
	Admissions to Feather River Nature Center				
21	General Admission - Adults and Children	Free			N
22	Adult Group Tour Fees (Max. 20)	$40.00			N
23	School Tour Fees				

City of Oroville

CULTURAL FACILITIES ADMISSION FEES

Description	Fee	Charge Basis	Note	Yearly Adjust
a) One Class K2 - K12 Students	$30.00			N
b) Adult Chaperones (maximum 1 per 5 students)	Included (Free)			N

City of Oroville

PARK USE RENTAL FEES

	Description	Saturday and Holidays	All Other	Charge Basis	Note	Yearly Adjust
	Sank Park/Lott Home					
	Rental Fees for this park are for 8 hours maximum, park must be vacated by 9:00pm					
1	**Wedding Only - Gazebo & Nancy Price Room**					
	a) City Residents	$425	$285			Y
	b) Non-Residents	$539	$358			Y
	c) Key Deposit	$88	$88			Y
	d) Cleaning Deposit	$171	$171			Y
	e) Amplification Permit - PA Systems	$52	$52			Y
	f) Alcohol Permit	$83	$83	per hr, min 3 hrs		Y
2	**Reception Only - Patio & Kitchen**					
	a) City Residents	$425	$285			Y
	b) Non-Residents	$539	$358			Y
	c) Key Deposit	$88	$88			Y
	d) Cleaning Deposit	$171	$171			Y
	e) Amplification Permit - PA Systems	$52	$52			Y
	f) Alcohol Permit	$83	$83	per hr, min 3 hrs		Y
3	**Wedding & Reception Only - Patio, Kitchen, Gazebo & Nancy Price Room**					
	a) City Residents	$860	$570			Y
	b) Non-Residents	$1,078	$715			Y
	c) Key Deposit	$88	$88			Y
	d) Cleaning Deposit	$171	$171			Y
	e) Amplification Permit - PA Systems	$52	$52			Y
	f) Alcohol Permit	$83	$83	per hr, min 3 hrs		Y
4	**General Group Use**					
	a) Fundraiser/Event with Admission Charge	$601	$399			Y
	b) Kitchen Rental	$135	$88			Y
	c) Coach Room (Per Person)	$5	$5			Y
	d) Key Deposit	$88	$88			Y
	e) Cleaning Deposit	$171	$171			Y
	f) Amplification Permit - PA Systems	$52	$52			Y
	g) Alcohol Permit	$83	$83	per hr, min 3 hrs		Y

City of Oroville

PARK USE RENTAL FEES

	Description	Charge	Charge Basis	Note	Yearly Adjust
	Centennial Plaza				
	Electricity is the Only Amenity Offered - No Restrooms!				
1	Wedding and/or Reception	$166			Y
2	Key Deposit (for electrical box)	$36			Y
	Hammon Park				
3	General Park Fee (up to 4 hours)	$52			Y
4	Each Additional Hour	$16			Y
5	Fundraiser	$295			Y
6	Elementary School Events	Free			Y
7	Alcohol Permit	$83	per hr, min 3 hrs		Y
8	Amplification Permit - PA Systems	$57			Y
9	Key Deposit (for electrical box)	$36			Y
10	Water Spigot Deposit	$98			Y
	Rotary Park				
11	General Park Fee (up to 4 hours)	$52			Y
12	Each Additional Hour	$16			Y
13	Fundraiser	$295			Y
14	Elementary School Events	Free			Y
15	Rotary Club events at Rotary Park	Free			Y
16	Alcohol Permit	$83	per hr, min 3 hrs		Y
17	Amplification Permit - PA Systems	$57			Y
18	Key Deposit (for electrical box)	$36			Y
19	Water Spigot Deposit	$98			Y
	Hewitt Park			**[a]**	
20	Bocce Ball Equipment Deposit (Ball set available at City Hall)	$52			Y
21	General Park Fee (up to 4 hours)	$41			Y
22	Each Additional Hour	$10			Y
23	Fundraiser	$233			Y
24	Elementary School Events	Free			Y
25	Alcohol Permit	$83	per hr, min 3 hrs		Y
26	Amplification Permit - PA Systems	$57			Y
27	Key Deposit (for electrical box)	$36			Y
28	Water Spigot Deposit	$98			Y

City of Oroville

PARK USE RENTAL FEES

	Description	Charge	Charge Basis	Note	Yearly Adjust
	Oroville Municipal Auditorium				
29	Rental for the First 12 Hours, Including 1 Staff Person for 8 Hours	$648			Y
30	Staff Person Per Hour After 8 Hours	$36			Y
31	Additional Staff Person Per Hour (Min 1 Hr)	$36			Y
32	Refundable Cleaning Deposit/Security Deposit	$518			Y
33	Alcohol Permit	$83	per hr, min 3 hrs		Y

[a] No reservations taken until Hewitt Park remodel is completed. Fees listed for Hewitt Park will become effective at that time.

CITY OF OROVILLE
RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE, CALIFORNIA, ADOPTING AN UPDATED SCHEDULE OF USER AND REGULATORY FEES.

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

WHEREAS, in 2023 the City recently completed a study to identify the cost of providing various user and regulatory fee-related services; and

WHEREAS, the study examined fee-related services provided by the City, the costs reasonably borne by the City in providing those services, the beneficiaries of those services, and the revenues produced by those paying fees and charges for special services; and

WHEREAS, the City Council finds that providing these services is of special benefit to applicants both separate and apart from the general benefit to the public; and therefore, in the interests of fairness to the general public, the City desires to better recover the costs of providing these services from applicants who have sought or require the City's services by revising its schedule of fees; and

WHEREAS, the City Council hereby finds that the study provides adequate evidence to conclude that the revised fees do not exceed the reasonable costs to provide the services for which the fees are charged; and

WHEREAS, the City Council desires that annually the City may increase various fees based on the annual percentage change in the all-urban Consumer Price Index for the San Francisco-Oakland-Hayward Area (CPI), not to exceed five percent (5%) per year. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year; and

WHEREAS, in adopting this Resolution, the City Council is taking action only on those fees for the services, programs or products set forth in Exhibit “A” which have been modified from prior resolutions of the City Council. The remaining fees that have not been modified from prior resolutions shall remain in full force and effect.

WHEREAS, prior to adopting adjustments to fees, the City Council shall have the opportunity to review and consider said adjustments.

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

Section 1. Each WHEREAS paragraph, set forth above, is hereby adopted as a specific finding of this City Council.

Section 2. The City Council hereby adopts the schedule of fees as set forth in attached Exhibit "A" and incorporated by this reference.

Section 3. Annually on July 1, commencing July 1, 2024, various fees in the fee schedule may be updated based on the prior year annual change in the CPI, not to exceed 5%. If the CPI does not change or goes down in a given year, no change shall be made to the fee schedule that year.

Section 4. Any new or adjusted fees adopted by this Resolution shall go into effect July 1, 2024.

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

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on June 4, 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 AND CITY COUNCIL MEMBERS**

FROM: **PATRICK PIATT, COMMUNITY DEVELOPMENT DIRECTOR**
KRISTINA HEREDIA, ASSOCIATE PLANNER

RE: **EDWARDS MINI STORAGE PROJECT AT 2560 FEATHER RIVER BOULEVARD, ZONING AMENDMENT ZC 24-01 – ESTABLISHMENT OF A MINI-STORAGE OVERLAY (MS-O) DISTRICT.**

DATE: **JUNE 4, 2024**

SUMMARY

The Council will review and consider approving Zoning Code Amendment ZC 24-01 for the establishment of a Mini-Storage Overlay (MS-O) District for the property located at 2560 Feather River Boulevard.

DISCUSSION

City Council first heard this item during the May 21, 2024, regularly scheduled meeting. Staff presented an Assessment of Impacts and concluded the land use, as conditioned in the use permit, was not likely to have a negative impact on either the surrounding commercial uses, or the community as a whole. The City Council made the motion to conduct a public hearing during the June 4, 2024, City Council meeting.

The applicant proposes a new mini-storage facility with 212 storage units on the rear 1.7-acre portion of a 3.46 multi-tenant commercial property (APN 035-330-013) on the west side of Feather River Boulevard. The project is zoned Intensive Commercial (C-2).

Planning Commission Summary

The Planning Commission at its April 25, 2024, meeting considered the project, the required actions, and the project conditions, and recommended City Council approval of the MS-O district by a vote of 5 in favor, and 2 absent. The Planning Commission also approved two additional permits for this mini-storage facility – a use permit and a variance:

Use Permit UP24-03 pertains to a Mini-Storage Facility in a Highly Visible Area; a requirement of an MS-O district. OMC 17.44.060.E states that any property that is within 600 feet of SR-70, and/or abuts Feather River Boulevard, is Highly Visible, and requires not only the creation of a MS-O district, but also a use permit (OMC 17.44.060.F.1.a). The subject property is adjacent to both Feather River Boulevard and SR-70. However, as this development will occur to the rear of the property, and there is existing vegetation in the Caltrans right-of-way, staff does not anticipate this development having a negative visual impact on the surrounding area.

Variance VAR24-03 was approved for zero off-street parking and for six (6) storage units over 400 square feet in size. Off-street parking will not be necessary as the proposed project will operate with a fully automated security system and will have no employees, and the oversized units are mainly designed for enclosed RV storage.

Required Council approval:

Creation of a Mini-Storage Overlay (MS-O) To permit this location to be developed with a mini-storage facility. The MS-O must be approved by the Council via an ordinance.

The intent of a MS-O district is to minimize the potential adverse impacts that mini-storage facilities may have on other types of commercial development.

Pursuant to OMC 17.44.060.D, the following information shall be reviewed by the City Council prior to the creation of an MS-O district:

There are currently 10 mini-storage facilities in operation within Oroville City limits.

Ordinance No. 1706 (2004) established the MS-O district for new mini-storage projects.

There is currently only one MS-O district within City limits. Security 1st Storage, located at 60 E Grand Avenue had their MS-O approved via Ordinance No. 1711 (2004).

It appears no new storage facilities have been proposed since 2004.

No.	Business Name	Address	Business License No.	Total Number of Units
1	Extra Self Storage	3160 Olive Highway	10000750	697
2	Oro Dam Mini Storage	2755 Oro Dam Blvd E	10001676	80
3	I-Storage Oroville	2750 S 5th Ave	10001713	649
4	I-Storage Thermalito	2160 4th Ave	10002232	489
5	Best Self Storage and RV	3005 Feather River Blvd	10002265	501
6	Oroville Self Storage	2730 Feather River Blvd	10002580	150
7	Garden Drive Mini Storage	595 Garden Drive	10003224	198
8	Huntington's Mini Storage	2551 Huntington Lane	HUN0002	60
9	Security 1st Storage	60 E Grand Avenue	10001540	305
10	Keg Room Storage	3035 Oro Dam Blvd E	Expired	20±
Total number of existing storage units:				3,149
11	**Edwards Mini Storage**	**2560 Feather River Blvd**	**N/A**	**212**
Total number of proposed storage units:				3,361

ENVIRONMENTAL

The Class 32 "Infill Development" Categorical Exemption (15332.a-e) exempts the construction of infill development from CEQA review, provided that the development is consistent with the zoning and General Plan designations, occurs within city limits, is served by public utilities, and doesn't result in significant effects relating to traffic, noise, air quality and water quality. Staff feels that this project, as conditioned, meets the requirements of this categorical exemption.

FISCAL IMPACT

None. The project is subject to all customary fees.

RECOMMENDATIONS

1. **Adopt the Notice of Exemption as the appropriate level of environmental review for this project.**
2. **Waive the second reading and introduce by title only, Ordinance No. 1881 -- AN ORDINANCE OF THE CITY OF OROVILLE CITY COUNCIL APPROVING ZONING CODE AMENDMENT ZC 24-01 ESTABLISHING A MINI-STORAGE OVERLAY (MS-O) DISTRICT ON APPROXIMATELY 3.46 ACRES OF LAND LOCATED AT 2560 FEATHER RIVER BOULEVARD.**

ATTACHMENTS

1. Planning Commission Staff Report
2. Project Plans
3. Resolution P2024-05 approving UP24-03 and VAR24-03
4. Ordinance 1881 approving the MS-O District
5. CEQA Notice of Exemption

Attachment 1

City of Oroville

Patrick Piatt
Director

COMMUNITY DEVELOPMENT DEPARTMENT
1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2401 FAX (530) 538-2426
www.cityoforoville.org

PLANNING COMMISSION STAFF REPORT **Thursday, April 25, 2024**

RE: Use Permit UP24-03 for Edwards Self-storage at 2560 Feather River Blvd (APN 035-330-013), including a Zone Change ZC24-01 to create a Mini-Storage Overlay, and a Variance VAR24-03 to permit six storage units over 400 square feet, and to have a reduction in the number of required off-street parking spaces.

SUMMARY: The Oroville Planning Commission shall review a use permit application for a 212-unit mini-storage facility at 2560 Feather River Boulevard on approximately 1.7 acres on the west/back of an existing 3.46 multi-tenant commercial parcel adjacent to State Route 70. The application also includes a zone change to create a Mini-Storage Overlay (MS-O) at this location, and a variance to have six oversized units and to exclude parking requirements.

RECOMMENDATION: Staff recommends the following actions:

1. **Conduct a Public Hearing on the proposed land use.**
2. **Adopt the Notice of Exemption as the appropriate level of environmental review for the project.**
3. **Recommend that the City Council approve Zone Change ZC 24-01 to create a Mini Storage Overlay Zone on APN 035-330-013.**
4. **Approve Use Permit UP24-03 with the recommended findings and proposed conditions.**
5. **Approve Variance VAR24-03 with the recommended findings and proposed conditions.**
6. **Adopt Resolution No. P2024-05**

APPLICANTS:	Tyler Edwards, Feather River Investments, LLC.
LOCATION: 2560 Feather River Boulevard Oroville, CA 95965	**GENERAL PLAN:** Retail Business Services (RBS) **ZONING:** Intensive Commercial (C-2) **FLOOD ZONE:** X

ENVIRONMENTAL DETERMINATION: Categorically Exempt from CEQA as an Infill Development per Section 15332 of the California Code of Regulations.

REPORT PREPARED BY:	REVIEWED BY:
Kristina Heredia, Planner Community Development Department	Patrick Piatt, Director Community Development Director

SUMMARY FACT SHEET FOR Edwards Self-Storage
2560 Feather River Blvd (035-330-013)

Requested Action: Use Permit, Zone Change and Variance to create a Mini-Storage Overlay district.

Related Applications: None

Basis for Review: City Code §17.44.060

Existing Use: Proposed site is disturbed with former commercial storage.

Applicant: Tyler Edwards

Owner: Feather River Investments, LLC.

Location: APN 035-330-013

Parcel Size: 3.46 acre(s), use of only the west/back ~1.7 acres proposed.

% Lot Coverage: 0.4 FAR maximum, OK

Present General Plan/ Zoning Designation: Retail and Business Services (RBS)
Intensive Commercial (C-2)

Surrounding Land Uses:

North:	NS Fit, Harbor Freight, Smart & Final, etc.
East:	Feather River Blvd.
South:	Tractor Supply (currently under construction)
West:	State Route 70

PROJECT DESCRIPTION:

Edwards Self-Storage is a proposed self-storage facility comprised of 212 units to be developed on the western/back half of an existing 3.46-acre parcel -- behind Napa/Riebes Auto Parts and machine shop, and 4 other commercial spaces. Site access will be through the existing central driveway past the other businesses. Zoning is C-2, which allows mini-storage facilities subject to a site plan and the creation of a new Mini-Storage Overlay. However, OMC 17.44.060.F.1 requires a use permit for facilities located in a highly visible location, such as frontage along SR 70.

DISCUSSION:

This is application for a new 212-unit self-storage facility with no planned office location or human presence. The applicant has stated that all access shall be automated. The project consists of 3 applications: a use permit, a zoning change, and a variance.

Due to the proximity of SR-70, the project is considered to be "highly visible," prompting the necessity of a use permit. However, Staff feels that due to existing high vegetation and surrounding commercial uses, the proposed development is not conspicuous, and will have minimal impact regarding visibility.

All mini-storages facilities require the creation of a Mini Storage Overlay (MS-O) zone to minimize potential impacts these uses can have on other commercial uses. The applicant is proposing to place this facility on the vacant portion of an existing parcel with multiple commercial land uses. Review of the proposed plans indicate that this facility will not adversely affect the surrounding uses, and that the proposed location is suitable for this type of development.

A variance is requested as part of this project to grant the applicant the ability to forgo off-street parking spaces, and to provide covered RV storage units for up to five vehicles. Also, due to the configuration of the lot, the applicant has proposed a corner storage unit that is slightly larger than permitted. Staff is in favor of granting the variance.

Trash Enclosure: Pursuant to OMC 17.12.110, a refuse collection area will need to be provided that is of adequate size to accommodate all required collection receptacles and waste generated by the development. Applicant proposed to utilize a common trash receptacle located outside the mini-storage fence.

Landscaping: OMC 17.12.050 requires a landscaping planting area along the front and side property lines, except where a driveway or pathway provides access to the site. Adequate landscaping shall be required adjacent to Feather River Blvd. Side property lines are impractical to landscape since they abut other commercial uses with no public visibility.

A landscape maintenance agreement, if not already in effect, shall be executed to ensure the installation and maintenance of the property's landscaping.

Site Access and Parking: City code requires 1 space for each 3,000 square feet of gross floor area for mini storage. 13 new spaces are required, and the applicant has requested a variance for the off-street parking requirement.

Signs: Signage has not been submitted as part of this application. The applicant will need to submit separate sign application(s).

HVAC and Mechanical Equipment: All HVAC and other mechanical, electrical, and communications facilities must be screened from public view through architectural integration, fencing, landscaping, or combination thereof.

1% Art in Public Places: This project is subject to the Art in Public Places/Oroville Beautification requirement. The applicant shall install public art on the project site in a public place or pay the in-lieu fee equivalent to one percent (1%) of the estimated construction costs. The applicant has indicated that they will install their own artwork.

Environmental Determination: The Class 32 "Infill Development" Categorical Exemption

(15332.a-e) exempts the construction of infill development from CEQA review provided that the development is consistent with the zoning and General Plan designations, occurs within city limits, is served by public utilities, and doesn't result in significant effects relating to traffic, noise, air quality and water quality. Staff feels that this project, as conditioned, meets the requirements of this categorical exemption.

Mini Storage Overlay (MS-O): In 2004, the City Council adopted Ordinance No. 1706, establishing additional regulations for mini-storage facilities in response to an increasing number of sites that would otherwise be appealing for active retail and service users being developed into passive mini-storage facilities. The ordinance created additional development standards and required a rezone establishing a Mini-Storage Overlay (MS-O) District on a site prior to development.

Pursuant to OMC 17.44.060.D, the following information shall be reviewed by the Planning Commission and City Council:

1. There are currently 11 mini storage facilities in operation within Oroville City limits. Out of those 11, only one has an MS-O district; Security 1st Storage, located at 60 E Grand Avenue.

No.	Business Name	Address	Business License No.	Total Number of Units
1	Extra Self Storage	3160 Olive Highway	10000750	697
2	Oro Dam Mini Storage	2755 Oro Dam Blvd E	10001676	80
3	I-Storage Oroville	2750 S 5th Ave	10001713	649
4	I-Storage Thermalito	2160 4th Ave	10002232	489
5	Best Self Storage and RV	3005 Feather River Blvd	10002265	501
6	Oroville Self Storage	2730 Feather River Blvd	10002580	150
7	Garden Drive Mini Storage	595 Garden Drive	10003224	198
8	Lincoln Storage	3022 Olive Highway	10003346	unknown
9	Huntington's Mini Storage	2551 Huntington Lane	HUN0002	60
10	Security 1st Storage	60 E Grand Avenue	10001540	305
11	Keg Room Storage	3035 Oro Dam Blvd E	Expired	20±

Design Requirements in Highly Visible Areas: Pursuant to OMC 17.44.060.M, mini storage facilities designated as being in "highly visible areas" shall adhere to design requirements, "*in order to achieve greater visual compatibility with the surrounding uses."*

1. **The placement and height of buildings, walls and other structures along the perimeter of the site shall be varied to provide visual relief. The structures shall not project the image of a walled fortress.**
    - **a.** Per the site plan, the proposed development will consist of 6 standalone structures with drive aisles between 23'-39'.4" feet wide. The northern and western property lines will have another 3 structures located on the property line to assist in securing the facility.
    - **b.** The applicant has proposed a 6' tall wrought iron fence with automatic gate for

ingress/egress to the site. There are also 5 covered RV storage units that are located outside of the secured fence**.**

2. **All building walls and perimeter fencing shall have a stucco or decorative masonry finish and shall include features that add dimension to an otherwise flat plane.**
    - **a.** The storage buildings are to be constructed with corrugated metal siding with contrasting roof, doors and building elevations. While there is no proposed decorative finishing, the site will be unobtrusive and not readily visible from either the street, nor the freeway.
    - **b.** The applicant has also proposed to install a 10' tall, corrugated metal fence on the south property line that will match the storage units, creating a cohesive appearance. Therefore, Staff has determined that the proposed elevations are appropriate for the location.

3. **In order to avoid the appearance of a site that is almost entirely covered by structures, the site design shall divide the massing of structures in a way that creates concentrated areas of open space between structures.**
    - **a.** The applicant has left wide drive aisles between the structures that will not only aid in vehicular movement but allows for adequate fire access and open space between the structures.

Required Findings for a Use Permit: Pursuant to OMC Section 17.48.010.4, the Planning Commission may grant a use permit only upon making all of the following findings, based on substantial evidence:

a. The granting of the permit will not be incompatible with or detrimental to the general health, safety or public welfare of the surrounding area or of the city as a whole.

1. The need for a use permit is based on the property being located in an area designated as "highly visible." However, this development will be located in the rear of an existing commercial development and will have minimal visibility from Feather River Boulevard. There is also significant vegetation on the rear property line, which screens the facility from view off of SR-70.

b. **The proposed use follows sound principles of land use by having a suitable location relative to the community as a whole, as well as to transportation facilities, public services and other land uses in the vicinity**.

1. The parcel has frontage on Feather River Boulevard and the facility will be developed in an underutilized portion of the property.

c. Public utilities and facilities, including streets and highways, water and sanitation, are adequate to serve the proposed use or will be made adequate prior to the establishment of the proposed use.

1. The applicant will work with the Public Works Department to ensure that adequate access and services are provided.

d. The location, size, design and operating characteristics of the proposed use will be harmonious and compatible with the surrounding neighborhood and will not adversely affect abutting properties.

1. The surrounding land uses includes an auto repair store and shop, and the new Tractor Supply is being constructed on the adjacent southern parcel. The majority of the surrounding structures are simple in nature, with minimalistic design. The proposed facility will be compatible with the surrounding neighborhood in both design and land use.

e. The subject site is physically suitable for the type and intensity of land use being proposed.

1. The applicant is proposing to utilize the undeveloped rear portion of his property for this project. As conditioned, the property is suitable for a mini storage facility.

f. The size, intensity and location of the proposed use will provide services that are necessary or desirable for the neighborhood and community as a whole.

1. As conditioned, the use will provide a needed service to the community as a whole, offering a variety of storage sizes, and covered RV parking.

g. The permit complies with all applicable laws and regulations, including the requirements of the general plan, of this title and of the city municipal code.

1. As conditioned, this project will comply will all applicable laws and regulations.

Required Findings for a Variance: Pursuant to OMC Section 17.48.080.C.3, the Planning Commission may grant a variance only upon making all of the following findings, based on substantial evidence:

a. **The granting of the variance is not inconsistent with the general plan or any applicable specific plan.**

1. The project site is zoned Intensive Commercial (C-2) and has a General Plan Land Use Designation of Retail Business Services (RBS).
2. The 2030 General Plan Land Use Policy 1.6 states “ensure all new development conforms to current land use and zoning designations.” The proposed site plan meets all required setbacks and design requirements per the zoning code.
3. Goal LU-1 of the General Plan reads, “provide for orderly, well-planned, and balanced growth consistent with the limits imposed by infrastructure and the City’s ability to assimilate new growth.” The applicant is proposing to use an underutilized portion of existing property to create a convenient development while also maintaining current street frontage in a highly visible area of the City.

b. **There are exceptional and extraordinary circumstances or conditions applying to the land, building or use referred to in the application that do not generally apply to other land, buildings or uses in the same district.**

1. The applicant has requested six storage units to be greater than the permitted 400 square feet. One corner unit is proposed at 480 sf, due to the design of the development, a smaller unit would not fit in that area. Five units are proposed to be for covered RV storage, and they are 750 sf. There appears to be a general demand for covered RV storage, and this community need cannot be met at the

maximum 400 sf requirement.
2. Lastly, the applicant has requested not to have the 13 required off-street parking spaces. This facility will have no on-site caretaker, and access to the units will be through an electronic gate. There appears to be no need to provide parking at this location, as people who rent the storage facility can park their car adjacent to their storage unit when they are on site. Any parking by staff or maintenance personnel can use the aisles inside the facility or use the existing spaces just outside the entry gate.

c. **The granting of the variance will not grant a special privilege to the property.**

1. Due to the changing technology and business models of mini storage facilities, it would appear that the requested variances are aligned with current storage needs of our community. The variances requested are all logical based on the project design. Similar projects would be able to enjoy similar benefits.

d. **The variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property in the same vicinity and zoning district, and that would otherwise be denied to the property in question.**

1. A windshield survey of the other mini-storage facilities within City limits appears to indicate that many facilities do not provide substantial parking spaces for their tenants, rather they utilize the practice of having tenants drive up to their storage unit to park. Requiring 13 off-street parking appears unnecessary for the type of project.
2. The site plan meets all applicable criteria except for the 6 units that exceed 400 sf. Since one unit is a corner unit and cannot be changed, and the other 5 units are for RV storage, the applicant is not being granted rights denied to others.

e. **The granting of the variance will not be materially detrimental to the public welfare.**

1. Granting of the variance supports continued commercial development, is done in the public interest and will not be detrimental to public welfare.

f. **The granting of the variance will not be injurious to, or incompatible with, any nearby property or improvements.**

1. The nearest mini storage facility to this location is 0.5 miles away and while it does have off-street parking, it also has an on-site caretaker to assist customers. As this development will have no on-site caretaker, staff has determined that the granting of this variance is not incompatible with the nearby property.

FISCAL IMPACT

None. All applicable fees were paid prior to completing review.

PUBLIC NOTICE

The Planning Commission hearing for this project was publicly noticed in the local newspaper on April 15, 2024, and mailed to all property owners within 300 feet on April 10, 2024. As of publication, staff has received zero responses from the public notices.

Attachments:

1. Use Permit & Zone Change Applications
2. Variance Application
3. Site and architectural plans
4. Notice of Exemption
5. Resolution No. P2024-05
6. Draft Certificate of Approval

Attachment 2

ATLAS STORAGE SOLUTIONS

2560 FEATHER RIVER BLVD
OROVILLE CA 95965

GENERAL INFORMATION

LAND/BUILDING OWNER	FEATHER RIVER INVESTMENTS, LLC
SITE ADDRESS	2560 FEATHER RIVER BLVD OROVILLE, CA 95965
SCOPE OF WORK	CONSTRUCTION OF SELF SERVICE STORAGE BUILDINGS
GOVERNING CODES	2022 CA BUILDING CODE 2022 CA GREEN BUILDING CODE 2022 CA ENERGY CODE 2022 CA ELECTRICAL CODE 2022 CA FIRE CODE 2022 CA PLUMBING CODE 2022 CA MECHANICAL CODE 2024 NFPA CITY OF OROVILLE MUNICIPAL CODE
PERMITTING AGENCY	CITY OF OROVILLE

SITE BMP & EROSION CONTROL PRACTICES

1. DISTURBED AREA IS 74,888 SQFT OR 1.72 ACRES. A STATE PERMIT WILL BE REQUIRED FOR GRADING TOGETHER WITH A STORMWATER PREVENTION POLLUTION PLAN (SWPPP) TO BE COMPLETED AFTER PLANNING APPROVAL AND PREPARATION OF A GRADING PLAN AND DRAINAGE PLAN.

2. STORMWATER WILL BE CONVEYED TO CONCRETE VALLEY GUTTERS BETWEEN UNITS INTO A UNDERGROUND PERFORATED STORMDRAIN PIPES SET IN OVEREXCAVATED DRAIN FIELDS.

BUILDING INFORMATION

	REQUIRED	PROVIDED
RISK CATEGORY CBC TBL 1604.5	N/A	I
BUILDING MATERIALS	N/A	STEEL
CONSTRUCTION TYPE	N/A	III-A
OCCUPANCY	N/A	S-1
ALLOWABLE AREA CBC 506.2	26,888 SQFT	27,587 SQFT

BUILDINGS ON SAME LOT PER CBC 503.2

FIRE AREA#1	FIRE AREA#2	FIRE AREA#3
9,573 SQFT	23,834 SQFT	4,180 SQFT

FIRE (HRS.)

FIRE SEP FOR EXT. WALLS CBC TBL 705.5	<3= 2 HR
FIRE SEP FOR EXT. WALLS CBC TBL 705.5	3 to <10.2=1 HR
	10.2>30.2=0 HR
	>30.2=0 HR

LOCATION

0 SETBACK NORTH PROPERTY LINE & FIRE AREA#3 SOUTH

NO OCCURANCES BETWEEN AREA#1 AND #2 & AREA#3 AND AREA#3 & AREA#3 AND REBBES

WEST PROPERTY LINE

FIRE CODE ANALYSIS

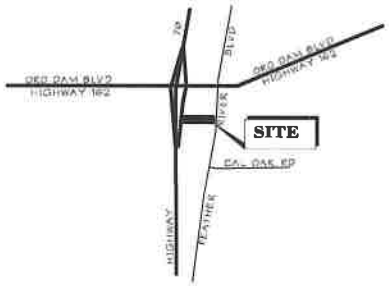
	REQUIRED	PROVIDED
ACCESS TO BLDG. NFPA 1617.3.2.2	150' MAX	126
ACCESS WIDTH	20' MIN.	23'-8"
DEAD ENDS	N/A	N/A
RADIUS INSIDE/OUTSIDE	20'-0"/	20'-0"/

SITE INFORMATION

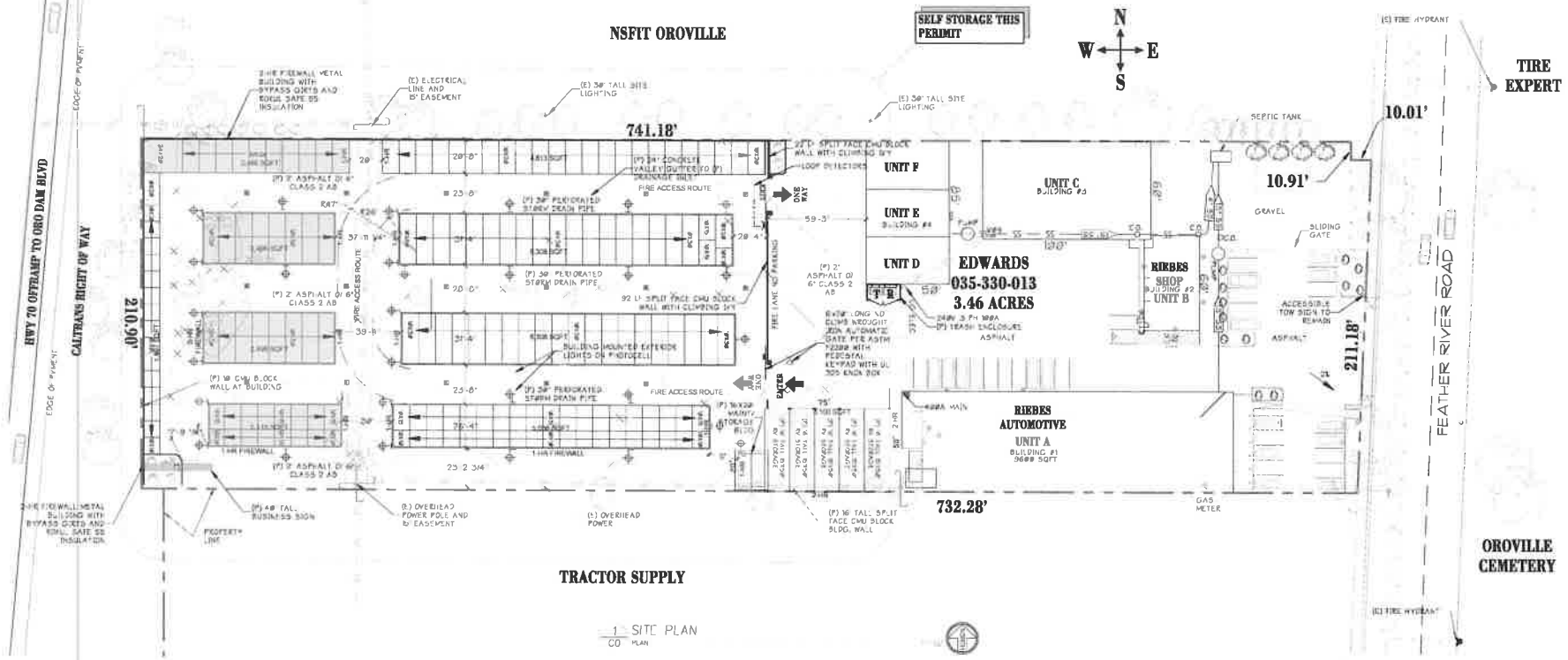
ASSESSOR'S PARCEL NO.	035-330-013
ZONING	C-2
BLDG SETBACKS	0 FT. MIN
PARCEL ACREAGE	3.46 ACRE
WATER	PUBLIC
SEWAGE DISPOSAL	PRIVATE
WILDLAND URBAN INTER PER CBC 337	NO
NATURAL GAS AVAIL	YES
SITE ELEVATION (ASL)	175'
GROUND SNOW LOAD	0 PSF
FLOOD ZONE DESIGNATION	ZONE X 06007C0980C

STORAGE UNIT SUMMARY

STORAGE UNIT SUMMARY	
UNIT SIZE	# OF UNITS
10X10	43
10X15	29
10X20	35
10X30	27
24X20	1
15X50	5



1 VICINITY MAP
CO PLAN



1 SITE PLAN
CO PLAN

SHEET INDEX

C0 COVER SHEET & SITE PLAN
A1 ELEVATIONS
A2 ELEVATIONS

AUSHUS ENGINEERING
3775 JOHNNY LANE
CHICO, CA 95973
PH: (530) 521-2648
EMAIL: TREE@AUSHUSENGINEERING.COM

PRELIMINARY NOT FOR CONSTRUCTION

PLANNING REVIEW
COVER SHEET + SITE PLAN

ATLAS STORAGE SOLUTIONS
FEATHER RIVER BLVD
OROVILLE, CA 95965

DATE: APRIL 16, 2024
DESIGNED BY: EDA
DRAWN BY: EDA
CHECKED BY: EDA
SCALE: AS NOTED
PROJECT: CP

SHEET NO.
C0



1 FRONT ELEVATION
A1 ELEVATION 1/4" = 1'-0"



2 REAR ELEVATION
A1 ELEVATION 1/4" = 1'-0"



3 LEFT/RIGHT ELEVATION
A1 ELEVATION 1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

AUSMUS ENGINEERING
375 JOHNNY LANE
CHICO, CA 95973
PH: (530) 521-2640
EMAIL: INFO@AUSMUSENGINEERING.COM

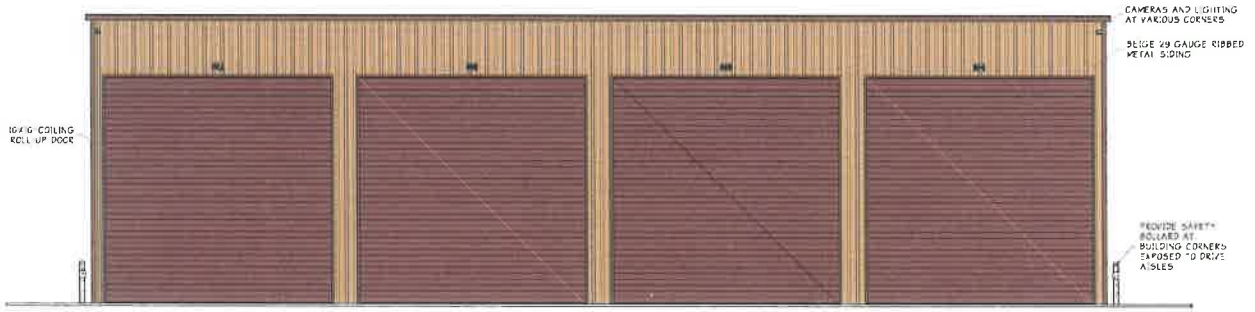
PRELIMINARY NOT FOR CONSTRUCTION

PLANNING REVIEW
ELEVATIONS

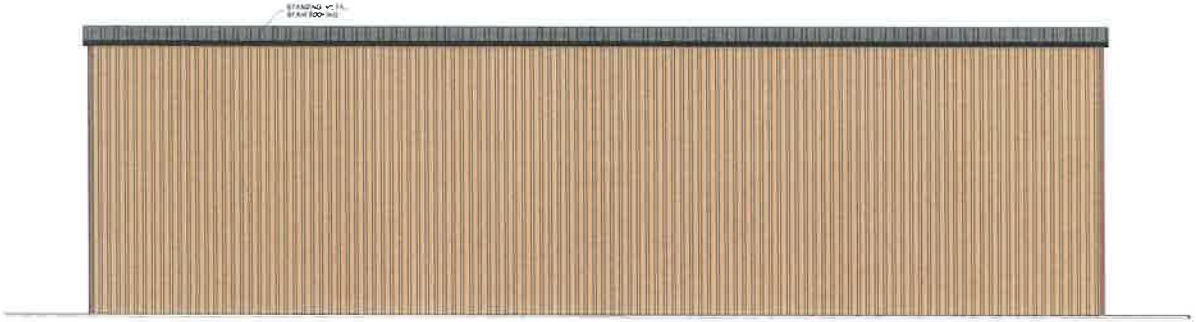
ATLAS STORAGE SOLUTIONS
FEATHER RIVER BLVD
OROVILLE, CA 95965

DATE
APRIL 14, 2024

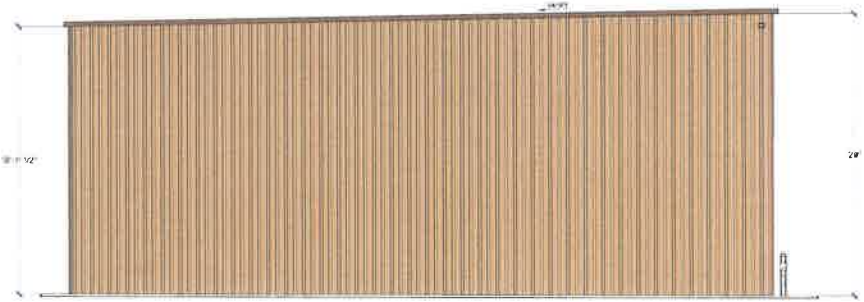
SHEET NO
A1



1 A2 FRONT ELEVATION (RV STORAGE) 1/4" = 1'-0"



2 A2 REAR ELEVATION (RV STORAGE) 1/4" = 1'-0"



3 A2 LEFT/RIGHT ELEVATION (RV STORAGE) 1/4" = 1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION

AUSMUS ENGINEERING
ATTN: JOHNNY AUSMUS
CHICO, CA 95973
PH: (530) 521-2840
EMAIL: [illegible]
AUSMUSENGINEERING.COM

PRELIMINARY NOT FOR CONSTRUCTION

PLANNING REVIEW
ELEVATIONS

ATLAS STORAGE SOLUTIONS
FEATHER RIVER BLVD
OROVILLE, CA 95965

NO.	DESCRIPTION	DATE
1		

DATE: APRIL 16, 2024

DESIGNED BY: [illegible]
DRAWN BY: [illegible]
CHECKED BY: [illegible]

SCALE: AS NOTED
PROJECT #:
OF

SHEET NO
A2

Attachment 3

CITY OF OROVILLE
RESOLUTION NO. P2024-05

A RESOLUTION OF THE PLANNING COMMISISON OF THE CITY OF OROVILLE, CALIFORNIA, MAKING FINDINGS AND CONDITIONALLY APPROVIING USE PERMIT UP24-03, VARIANCE VAR24-03, AND RECOMMENDING APPROVAL OF ZONE CHANGE ZC24-01, FOR A MINI STORAGE FACILITY AT 2560 FEATHER RIVER BOULEVARD (APN 035-330-013)

WHEREAS, the City has received an application packet from Edwards Self Storage for a Mini Storage Facility to be developed at 2560 Feather River Boulevard; and

WHEREAS, The City of Oroville Municipal Code (OMC) Section 17.44.060.F specifies that a Mini Storage Facility in a highly visible location shall require a use permit; and

WHEREAS, The City of Oroville Municipal Code (OMC) Section 17.44.060.B specifies that the development of a Mini Storage Facility shall require the creation of a Mini Storage Overlay (MS-O) zone; and

WHEREAS, The City of Oroville Municipal Code (OMC) Section 17.48.080 specifies that a variance may be granted by the Planning Commission if there exists substantial evidence; and

WHEREAS, at a duly noticed public hearing, the Planning Commission considered the comments and concerns of public agencies, property owners, and members of the public who are potentially affected by the approval of the use permit described herein, and also considered the City's staff report regarding the request.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission as follows:

1. This action has been determined to be exempt from the California Environmental Quality Act (CEQA) review pursuant to Title 14, California Code of Regulations, Section 15332 "Infill Development."

2. The Planning Commission approves the findings required by Section 17.48.010 and Section 17.48.080 of the Oroville City Code, as described in this Resolution.

3. The Planning Commission recommends approval of the zone change to create a Mini Storage Overlay zone.

4. The Planning Commission approves the conditions described in this Resolution.

CONDITIONS OF APPROVAL

Approved project: The Planning Commission hereby conditionally approves Use Permit UP24-03, Variance VAR24-03 and recommends approval of Zone Change ZC24-01 to the City Council, permitting the operation of Edwards Self Storage at 2560 Feather River

Boulevard (APN: 035-330-013). The subject property has a zoning designation Intensive Commercial (C-2) and a General Plan land use designation of Retail Business Services (RBS).

Project Specific Conditions

1. A landscaping plan, in conformance with OMC Chapter 17.12.050 shall be submitted, and approved by staff, prior to the issuance of a building permit.
2. No vegetation located within the Caltrans right-of-way adjacent to State Route 70 shall be removed as part of this development.
3. A refuse collection enclosure shall be provided in accordance with OMC Chapter 17.12.110. The refuse area shall be large enough to provide adequate storage for solid waste and recyclable materials generated by the use.
4. The applicant or property owner shall apply for the proper permits as required by OMC Chapter 17.20 prior to any new signage being erected.
5. Within a mini-storage facility in an MS-O district, no business activity, other than the rental of storage units, shall be conducted. The operation of the facility shall be for dead storage only. Electrical service to individual storage units shall consist only of lighting and switches. Electrical outlets within storage units are specifically prohibited.
6. In MS-O districts, no mini-storage facility shall open before 7:00 a.m. or close after 7:00 p.m.
7. The applicant shall submit to the City details of exterior lighting for review and approval.

General Conditions

1. Frontage improvements shall be provided where not currently provided and replaced where not compliant with ADA requirements or City standards, as determined by the Director of Public Works or designee.

2. The applicant and any/or subsequent owners shall have a current City of Oroville business license and any other applicable permit/license that may be required as part of their business operations.

3. Pursuant to Section 17.12.010, the proposed use of the site shall conform to the performance standards of the Oroville Municipal Code to minimize any potential negative effects that the building, structure, lighting or use could have on its surroundings, and to promote compatibility with surrounding uses and areas.
4. Applicable construction plans, calculations, specifications, applications, forms, etc. shall be submitted to the Building Division for review prior to the start of any construction activities requiring a building permit. All applicable plan review and development impact fees shall be paid at time of submittal.

5. All grading, paving, excavation and site clearance, including that which is exempt from obtaining a permit, shall be performed in conformance with the City's Engineering Design Standards; the Municipal Code; the requirements of the State Regional Water Quality Control Board; and any other applicable local, state, and federal requirements.

6. Pursuant to Section 17.12.050, landscaped areas shall be continually maintained in good condition and shall be kept clean and weeded and trees shall be pruned in a natural pattern and shall not be topped or pollarded.

7. Any roof mounted or ground placed utilities (HVAC, generators, etc.) shall include an architecturally compatible method of screening. This can include screening by landscaping or a decorative fence for ground placed utilities.

8. The building shall be addressed per City requirements. Building numbers shall comply with City Code 17.20.050(A).

9. The applicant shall ascertain and comply with the requirements of all of City, County, State, Federal, and other local agencies as applicable to the proposed project.

10. The applicant and/or property owner will take appropriate measures to provide property maintenance of the building exterior, including provisions to keep the premise free of litter and debris.

11. Applicant and/or property owner will ensure protection of adjacent properties from noise, odors and undue light and glare, as well as illegal activity.

12. Pursuant to Section 17.08.135, the project shall install public art on the project site in a public place as approved by the City Council. The cost of the public art must be equal to at least one percent (1%) of the estimated construction costs. The developer has the option to opt out of this requirement and instead pay the equivalent in-lieu fee which shall be a one percent (1%) fee of the estimated construction costs.

13. The project shall remain in substantial conformance with the Conditions of Approval, as adopted by the Oroville Planning Commission. Any subsequent minor changes in the project (as determined by the Zoning Administrator) may only occur subject to appropriate City review and approval. Any subsequent substantive changes in the project (as determined by the Zoning Administrator) may only occur subject to discretionary review by the Oroville Planning Commission.

14. Pursuant to Section 17.48.010(F) of the City Code, the Planning Commission, upon its own motion, may modify or revoke any use permit that has been granted pursuant to the provisions of this section upon finding any of the following, based on substantial evidence:

    I. Any of the conditions of the permit have not been satisfied within 1 year after it was granted.

    II. Any of the terms or conditions of the permit have been violated.

    III. A law, including any requirement in the Municipal Code Chapter 17, has been violated in connection with the permit.

IV. The permit was obtained by fraud.

15. The applicant hereby certifies that any and all statements and information provided as part of the application are true and correct to the best of their knowledge and belief. Any misinformation provided, whether intentional or unintentional, that was considered in the issuance of this permit may be grounds for revocation.

16. Minor changes may be approved administratively by the Community Development Director or designee upon receipt of a written request by the applicant or designee. Changes deemed to be major or significant in nature shall require a formal application for amendment.

17. The applicant shall hold harmless the City, its Council members, Planning Commissioners, officers, agents, employees, and representatives from liability for any award, damages, costs, and/or fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.

****

I HEREBY CERTIFY that the foregoing resolution was duly introduced and passed at a regular meeting of the Planning Commission of the City of Oroville held on the 25th of April, 2024, by the following vote:

AYES: Commissioners Arace; Hallen; Sheard; Jensen; Vice Chairperson Jenkins

NOES: None

ABSTAIN: None

ABSENT: Commissioner Smith; Chair Durling

ATTEST:

KAYLA REASTER, ASSISTANT CITY CLERK

APPROVE:

WYATT JENKINS, VICE CHAIRPERSON

Attachment 5

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Butte
155 Nelson Ave,
Oroville, CA 95965

From: (Public Agency): City of Oroville
1735 Montgomery Street
Oroville, CA 95965
(Address)

Project Title: Edwards Mini Storage Facility

Project Applicant: Tyler Edwards

Project Location - Specific:
2560 Feather River Boulevard, Oroville, CA, 95965

Project Location - City: Oroville Project Location - County: Butte

Description of Nature, Purpose and Beneficiaries of Project:
A 212 unit mini storage facility. Project includes a use permit, UP24-03, a zone change, ZC24-04 to create a mini storage overlay zone, and a variance VAR24-03.

Name of Public Agency Approving Project: City of Oroville

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Infill 15.332.a-e
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
Infill developement that is less than 5 acres, has access to public utilities, and does not create a significant effect on the environment.

Lead Agency
Contact Person: Kristina Heredia Area Code/Telephone/Extension: 530-538-2406

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: Associate Planner

▪ Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Attachment 4

CITY OF OROVILLE
ORDINANCE NO. 1881

AN ORDINANCE OF THE CITY OF OROVILLE CITY COUNCIL APPROVING ZONING CODE AMENDMENT ZC24-01 TO ESTABLISH A MINI-STOREAGE OVERLAY (MS-O) DISTRICT.

WHEREAS, the subject property is zoned Intensive Commercial (C-2); and

WHEREAS, The City of Oroville Municipal Code (OMC) Section 17.44.060.B specifies that the development of a Mini-Storage Facility shall require the creation of a Mini-Storage Overlay (MS-O) district; and

WHEREAS, the Planning Commission approved Use Permit UP24-03 for a Mini-Storage Facility in a Highly Visible Location for the subject property on April 25, 2024; and

WHEREAS, the Planning Commission approved Variance VAR24-03 for reduced off-street parking and 6 oversized storage units for the subject property on April 25, 2024; and

WHEREAS, the project development is compatible with, and complementary to, existing and future surrounding land uses as required in the Municipal Code.

The City Council of the City of Oroville does hereby ordain as follows:

SECTION 1. Pursuant to the City of Oroville Municipal Code (OMC) Section 17.08, the Zoning Map designation of an approximately 3.46 acre parcel located at 2560 Feather River Boulevard, more precisely described as Assessor's Parcel Number 035-330-013, is amended to add a Mini-Storage Overlay (MS-O) District.

SECTION 2. This ordinance shall become effective on the 30th day after its adoption.

SECTION 3. The City Clerk shall attest to the adoption of this ordinance.

PASSED AND ADOPTED by the City Council of the City of Oroville at a regular meeting on June 4, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

DAVID PITTMAN, Mayor

APPROVED AS TO FORM:

ATTEST:

SCOTT E. HUBER, City Attorney

KAYLA REASTER, Assistant City Clerk

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **APPROPRIATIONS LIMIT ADOPTION FOR FISCAL YEARS 2023-24 AND 2024-25**

DATE: **JUNE 4, 2024**

SUMMARY

The Council will conduct a public hearing and may consider the adoption of the fiscal year 2023-24 Appropriations Limit as restated and the 2024-25 Appropriations Limit adoption.

DISCUSSION

Article XIIIB of the California State Constitution, commonly referral to as the Gann Initiative or Gann Appropriations Limit, was adopted by California voters in 1980 and placed limits on the amount of proceeds of taxes that State and local agencies can appropriate and spend each year.

The limit is different for every agency and changes each year. The annual limit is based on the amount of tax proceeds that were authorized to be spent in fiscal year 1978-79, modified for changes in inflation and population.

California State law requires that the Appropriations Limit be calculated annually. The Appropriations Limit is hereby made available to the public, in accordance with state law.

The City Finance Department has restated the fiscal year 2023-24 Appropriations Limit at $49,423,962 and calculated $51,049,227 for 2024-25 based upon the factors provided by the State Controller. These factors are the percentage change in California per capita income and the percentage change in the population of the County of Butte.

The posting date in the public notice was May 16, 2024, which met the (15) fifteen-day notice requirement for adoption of this limit.

FISCAL IMPACT

The City's expenditures which are subject to the limit are well below the limit, so there is no adverse impact resulting from the adoption of the fiscal year 2023-24 Appropriations Limit. It is not anticipated that City expenditures will come close to the limit in the foreseeable future.

RECOMMENDATION

Adopt Resolution No. XXXX- A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2023-24 AS RESTATED AND THE 2024-25 APPROPRIATIONS LIMIT.

ATTACHMENTS

Resolution No. XXXX
Resolution No. XXXX
Appropriations Limit Calculation

CITY OF OROVILLE
APPROPRIATIONS LIMIT CALCULATION

Change In Calendar Year	Limit For Fiscal Year	State Per Capita Personal Income	City of Oroville Population	Butte County Population (1)	Fiscal Year Factors (2)	Cumulative Factors	SB 1352 Appropriations Limit
2010	2011/12	2.51%	0.3000%	0.65%	1.0318	7.5314	31,277,495
2011	2012/13	3.77%	0.3300%	0.37%	1.0415	7.8440	32,575,511
2012	2013/14	5.12%	3.1300%	0.55%	1.0570	8.2910	34,431,716
2013	2014/15	-0.23%	0.1700%	0.54%	1.0031	8.3166	34,538,027
2014	2015/16	3.82%	1.0700%	0.64%	1.0448	8.6896	36,086,867
2015	2016/17	5.37%	1.1186%	0.21%	1.0559	9.1755	38,104,584
2016	2017/18	3.69%	1.0021%	0.76%	1.0448	9.5864	39,810,924
2017	2018/19	3.67%	1.0076%	0.54%	1.0423	9.9919	41,494,854
2018	2019/20	3.85%	1.2035%	-0.63%	1.0320	10.3112	42,820,924
2019	2020/21	3.73%	-1.0878%	-0.51%	1.0320	10.6416	44,192,944
2020	2021/22	5.73%	-1.0543%	-3.01%	1.0255	10.9127	45,318,771
2021	2022/23	7.55%	-1.0624%	-2.44%	1.0493	11.4502	47,551,074
2022	2023/24	4.44%	1.0002%	-0.48%	1.0394	11.9012	49,423,962

SPENDING LIMIT CALCULATION FISCAL YEAR 2022-23

Total City Appropriations Per 1978-79 Final Budget		5,719,869
FY 2023-24 Revenues all funds		65,855,800
Less:		
Non-proceeds of taxes	47,877,392	(47,877,392)
Appropriations Subject to Limit		17,978,408
Appropriations Limit		49,423,962
Remaining appropriation capacity		31,445,554
Available capacity as % of appropriation limit		63.62%

(1) Source: State Department of Finance except Non-residential Assessed Valuation which is to be provided by the Butte County Auditor.

(2) Article XIIIB of the California Constitution (Propositions 4 and 111) specifies that appropriations made by governmental entities may increase annually by the change in population of the City or County combined with the change in California per capita personal income; or the change in local assessment roll due to local non-residential construction.

The Fiscal Year Factors indicate the amount by which appropriations may increase each year.

CITY OF OROVILLE
APPROPRIATIONS LIMIT CALCULATION

Change In Calendar Year	Limit For Fiscal Year	State Per Capita Personal Income	City of Oroville Population	Butte County Population (1)	Fiscal Year Factors (2)	Cumulative Factors	SB 1352 Appropriations Limit
2010	2011/12	2.51%	0.3000%	0.65%	1.0318	7.5314	31,277,495
2011	2012/13	3.77%	0.3300%	0.37%	1.0415	7.8440	32,575,511
2012	2013/14	5.12%	3.1300%	0.55%	1.0570	8.2910	34,431,716
2013	2014/15	-0.23%	0.1700%	0.54%	1.0031	8.3166	34,538,027
2014	2015/16	3.82%	1.0700%	0.64%	1.0448	8.6896	36,086,867
2015	2016/17	5.37%	1.1186%	0.21%	1.0559	9.1755	38,104,584
2016	2017/18	3.69%	1.0021%	0.76%	1.0448	9.5864	39,810,924
2017	2018/19	3.67%	1.0076%	0.54%	1.0423	9.9919	41,494,854
2018	2019/20	3.85%	1.2035%	-0.63%	1.0320	10.3112	42,820,924
2019	2020/21	3.73%	-1.0878%	-0.51%	1.0320	10.6416	44,192,944
2020	2021/22	5.73%	-1.0543%	-3.01%	1.0255	10.9127	45,318,771
2021	2022/23	7.55%	-1.0624%	-2.44%	1.0493	11.4502	47,551,074
2022	2023/24	4.44%	1.0002%	-0.48%	1.0394	11.9012	49,423,962
2023	2024/25	3.62%	1.0378%	-0.32%	1.0329	12.2926	51,049,227

SPENDING LIMIT CALCULATION FISCAL YEAR 2024-25

Total City Appropriations Per 1978-79 Final Budget		5,719,869
FY 2024-25 Revenues all funds		65,855,800
Less:		
Non-proceeds of taxes	45,922,251	(45,922,251)
Appropriations Subject to Limit		19,933,549
Appropriations Limit		51,049,227
Remaining appropriation capacity		31,115,678
Available capacity as % of appropriation limit		60.95%

(1) Source: State Department of Finance except Non-residential Assessed Valuation which is to be provided by the Butte County Auditor.

(2) Article XIIIB of the California Constitution (Propositions 4 and 111) specifies that appropriations made by governmental entities may increase annually by the change in population of the City or County combined with the change in California per capita personal income; or the change in local assessment roll due to local non-residential construction.

The Fiscal Year Factors indicate the amount by which appropriations may increase each year.

CITY OF OROVILLE
RESOLUTION NO. 9264

A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2023-2024

WHEREAS, the setting of the appropriation limit for Fiscal Year 2023-2024 is required by the passage of Proposition 4; and

WHEREAS, the appropriation limit for the City of Oroville has been calculated; and

WHEREAS, the documentation used in the determination of the appropriation limit became available to the public on May 16, 2024; and

WHEREAS, more than fifteen (15) days have elapsed since the documentation became available to the public; and

WHEREAS, the City Council of the City of Oroville has determined that the appropriation limit for Fiscal Year 2023-2024 should be set at $49,423,962; and

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

1. The appropriation limit for the Fiscal Year 2023-2024 is hereby established at $49,423,962. The factors utilized to calculate the limits in accordance with the requirements of SB1352 are the percentage change in California per capital income and the percentage change in the population of the County of Butte as estimated by the State of California Department of Finance as of January 1, 2023.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Brian Ring, City Administrator

CITY OF OROVILLE
RESOLUTION NO. 9265

A RESOLUTION OF THE OROVILLE CITY COUNCIL SETTING THE APPROPRIATIONS LIMIT (PROPOSITION 4) FOR FISCAL YEAR 2024-2025

WHEREAS, the setting of the appropriation limit for Fiscal Year 2024-2025 is required by the passage of Proposition 4; and

WHEREAS, the appropriation limit for the City of Oroville has been calculated; and

WHEREAS, the documentation used in the determination of the appropriation limit became available to the public on May 16, 2024; and

WHEREAS, more than fifteen (15) days have elapsed since the documentation became available to the public; and

WHEREAS, the City Council of the City of Oroville has determined that the appropriation limit for Fiscal Year 2024-2025 should be set at $51,049,227; and

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

1. The appropriation limit for the Fiscal Year 2024-2025 is hereby established at $51,049,227. The factors utilized to calculate the limits in accordance with the requirements of SB1352 are the percentage change in California per capital income and the percentage change in the population of the County of Butte as estimated by the State of California Department of Finance as of January 1, 2023.

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

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on June 4, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
David Pittman, Mayor

APPROVED AS TO FORM:

_____
Scott E. Huber, City Attorney

ATTEST:

_____
Brian Ring, City Administrator

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **2024-25 PRELIMINARY BUDGET**

DATE: **JUNE 4, 2024**

SUMMARY

The Council will receive the fiscal year 2024 25 Preliminary Budget for review during this public hearing.

DISCUSSION

The Council is presented with a Preliminary Budget, which reflects staff analysis and recommendations. The Budget, if adopted on June 18, 2024, will be the City's working Budget.

MAJOR HIGHLIGHTS

Revenues

The economic outlook reflects no imminent recession, with softening of the economy occurring into 2024, followed by slow but gradual growth. Projections for revenues in this budget reflect these assumptions.

Expenditures

The majority of our expenditures continues to be salaries and benefits. The budget reflects a major implementation of salary and wage changes based on the recent compensation study. The City continues to see staffing shortages with a slow recovery. While we budget for every allotted position, we continue to see budget savings from vacant positions. This creates a challenge when budgeting for full time positions that mostly likely will not all be filled during the year. Prior year surplus's reflect this challenge.

Expenditure Focus:

Road Repairs, road rehabilitation continues to be a high priority for the City and are included in this budget. The City utilizes many sources for road maintenance and is

getting many projects done. The City is planning for this year and future years projects in a methodical approach. Many major projects are expected to be completed in this fiscal year. Over 5 million in funding is available for this purpose.

Staffing/Recruitment/Training, this goal is to hire a full staff. This goal is going to be the most challenging, given the problem is nation-wide and difficult to achieve. Staff will be working hard to keep positions filled. Discussions on recruitment and retention are slated. The City is also working on a compensation study to see where we are in comparison to other jurisdictions.

Addressing our aged fleet, the workshop brought up a conversation regarding our aged Fleet. This budget reflects a continued effort to update our fleet.

Fund Balance Assignments

Staff is recommending the following assignments of unassigned fund balance, per the City's Fund Balance policy.

- 500k to Road Projects to compliment the projects already identified
- 500k Earmarked for employee buy outs of accrued leave balances
- 1 million assigned to Contingency
- 2 million assigned to Capital projects to compliment the projects already identified
- 8 million assigned to address pension challenges

In total, the recommendation is to assign 12 million for future costs that are not specifically budget for in the Preliminary Budget.

Summary

Moving forward we need to be cognizant of ongoing challenges, pension challenges are foremost. We need to be ready for future downturns and legislative hurtles. We owe an ongoing debt of gratitude to the voters for approving the District Sales Tax that has afforded the City an opportunity to restructure and regain our workforce. Financially sustainability is the goal.

FISCAL IMPACT

None

RECOMMENDATION

Receive the 2024-25 Preliminary Budget and provide direction

ATTACHMENTS

2024-25 Preliminary Budget
Capital Assets Replacement Requests

CITY OF OROVILLE
ANNUAL BUDGET
FOR THE
FISCAL YEAR
2024-2025

MAYOR AND CITY COUNCIL MEMBERS



David Pittman	Eric Smith	Krysi Riggs	Tracy Johnstone	Scott Thomson	Shawn Webber	Janet Goodson
Mayor	Vice Mayor District B	Council Member At Large	Council Member District A	Council Member At Large	Council Member District F	Council Member At Large

The City Council is composed of the Mayor,
and six Council Members.
As a legislative body, the Council determines levels of service to the community to promote and protect health, safety, and welfare of the citizens.

CITY OF OROVILLE

CITY OFFICIALS

Elected

City Treasurer, **Vacant**

Appointed

City Administrator, **Brian Ring**

City Attorney, **Scott E Huber**

Director of Code Enforcement, **Ron Belser**

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

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

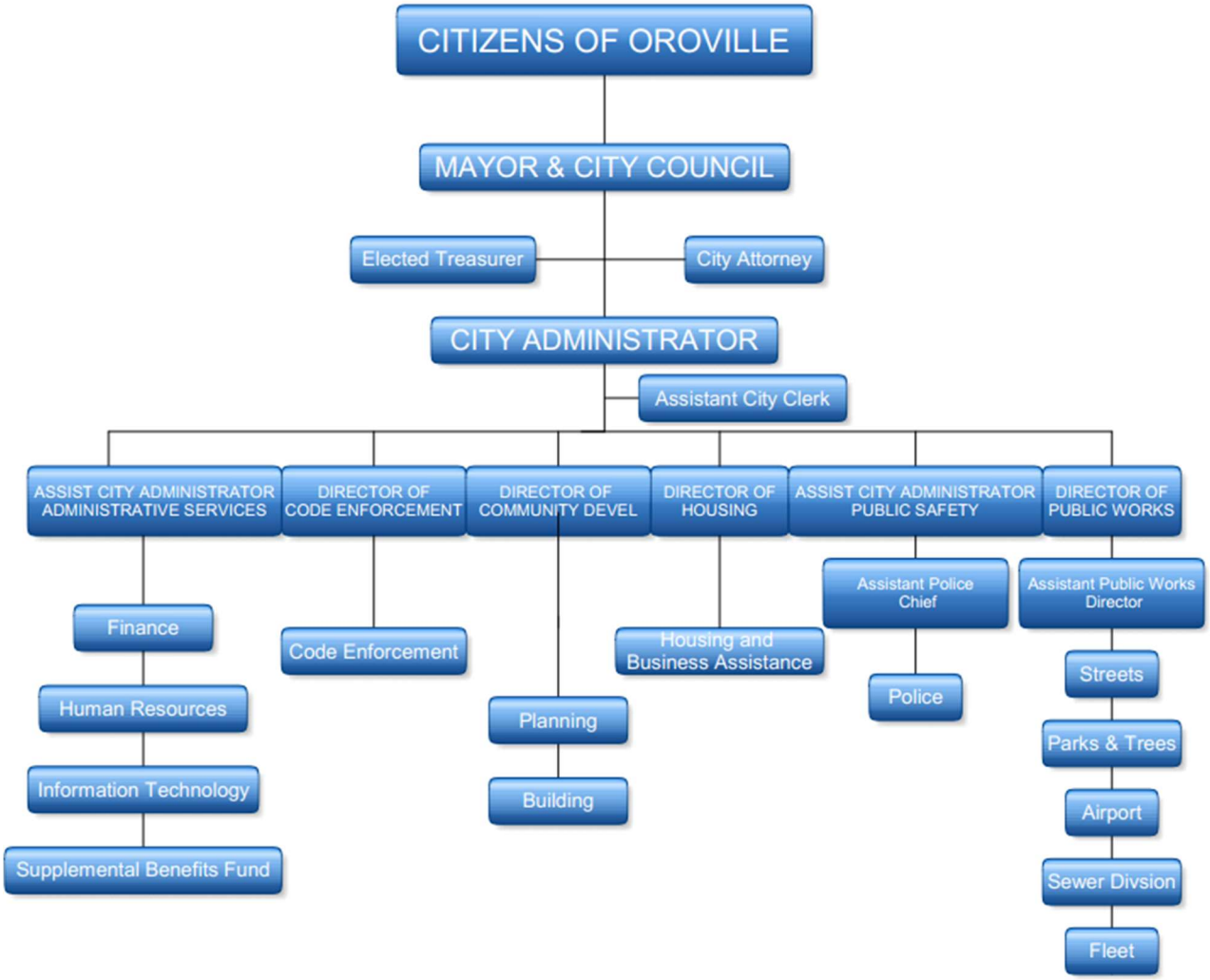
Police Chief, **Bill LaGrone**

Assistant Police Chief, **Jess Darnell**

Director of Public Works, **Fred Mayo**

Director of Community Development, **Patrick Piatt**

CITY OF OROVILLE
Organization Chart



Mission Statement

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

Vision Statement

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

Core Values

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

City of Oroville

OFFICE OF THE CITY ADMINISTRATOR

Brian Ring
CITY ADMINISTRATOR

1735 Montgomery Street
Oroville, CA 95965-4897
(530) 538-2436 FAX (530) 538-2468
www.cityoforoville.org

TO: Mayor Pittman and Council Members

FROM: Brian Ring, City Administrator

DATE: June 4, 2024

SUBJECT: **Fiscal Year 2024-25 Budget**

Presented before you is the proposed Fiscal Year 2024-25 (FY 24-25) budget. The Finance Department and representatives from all City departments have worked diligently to develop a budget that addresses many of the current goals and priorities of the Council, while at the same time being cognizant and planning for the City's future obligations. We are proud to say that the City will go into FY 24-25 with a healthy reserve of $9,000,000 and sufficient resources to address many of the Council's priorities of public safety, roads, economic/community development, and infrastructure needs.

The estimated revenues in the General Fund, which includes the District Sales Tax Fund (DSTF), are anticipated to be slightly down this FY at $27,117,594. Estimated expenditures are anticipated to be $32,730,753 (with $5.6M of DSTF fund balance carry over).

The DSTF continues to position the City to address many of its needs that over the years have been delayed due to the lack of resources. Specifically included in this year's budget are the following:

- Funding for the implementation of the compensation study that was completed this Fiscal Year.
- Over $5,000,000 for much needed road repair work. The following are programmed to be completed in FY 24 -25: State Highway 162 project, Ophir Road repair, Montgomery Street roundabout, Nelson Avenue at the Hwy 70 overpass, and slurry seal of Historic Downtown. In addition, work continues on long term solution for Table Mountain and Washington; and $500K is assigned to address lower and mid-tier type of projects that are identified after the implementation of the Pavement Management Software system.
- Additional funding in the Capital Asset Replacement Fund for FY 24-25 needs along with funding for future capital needs (fire equipment, police equipment, equipment for road repair, etc.).

- Funding to complete infill work for the new Corporation Yard.
- Funding for the completion of Hewitt Park.
- Funding for work that is needed at the Lott Home.
- Funding to seek State and Federal lobbyist support – to assist with the effort of bringing more resources to the community.
- Funding to start preliminary architectural and design work for a Fire Station in the wester portion of the City.
- Funding for the continuation of the implementation of the City's marketing plan.
- Funding to address the implementation of a 66-hour workweek with CalFire.
- The addition of 3.7 new positions (which would result in less reliance on outside contract support).

While the revenue generated by the DSTF has provided stability to the City, expenses are continuing to rise at a pace greater than our revenues. Staff are working diligently to identify future costs that do not have a funding source. To better position the City of these future expenses, staff are recommending assigning the existing General Fund fund balance (over approximately $12M) to the following:

- $8M – unfunded pension obligations
- $1M – contingency for FY 24-25 to address unanticipated / unbudgeted needed costs
- $2M – Capital Projects
- $500K – payoff of leave accrual balances
- $500K – unspecific road improvements (pending Pavement Management Software)

The City has much to look forward to during Fiscal Year 2024-25. Significant progress has been made to address affordable housing needs, and staff are starting to see an uptick in the interest for new market rate housing (both apartments and single-family housing). There are several significant road projects that will get completed this year – and others are being worked on to get closer to being shovel ready. Other projects that will be completed this year include, the Corp Yard, Hewitt Park and Mission Esperanza. Tools are being deployed to help staff manage the City moving into the future in the most efficient manner (Pavement Management System, Computerized Maintenance Management System and Planning & Building planning tool, Payroll System). This is a great time to be at the City!

I wanted to take a moment to share my appreciation for the dedicated City staff. It is the dedication and foresight of the City staff, with the Council's direction, that are pushing this City to many great places!

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SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	23-24 Positions	General Fund	District Tax Fund	Other Funds	Budget requests	2 Positions
ELECTEDS						
MAYOR AND CITY COUNCIL	7.00	7.00			-	7.00
TREASURER	1.00	1.00			-	1.00
TOTAL ELECTEDS	8.00	8.00			-	8.00
ADMINISTRATION						
CITY ADMINISTRATOR	1.00	1.00				1.00
DEPUTY CITY CLERK	1.00	1.00			-	1.00
CLERICAL INTERN	0.40	0.40			-	0.40
TOTAL ADMINISTRATION	2.40	2.40			-	2.40
ADMINISTRATIVE SERVICES						
ASSISTANT CITY ADMIN-ADMIN SVCS	1.00	1.00			-	1.00
ACCOUNTING MANAGER	-	-			1.00	1.00
ACCOUNTING ANALYST	1.00	1.00			-	1.00
ACCOUNTING TECHNICIAN I, II, III	4.00	4.00			-	4.00
HUMAN RESOURCE MANAGER	1.00	1.00			-	1.00
HUMAN RESOURCE ANALYST	1.00	1.00			-	1.00
HUMAN RESOURCE TECHNICIAN	1.00	1.00			-	1.00
INFORMATION TECHNOLOGY MANAGER	1.00	1.00			-	1.00
INFORMATION TECHNOLOGY ANALYST	2.00	2.00				2.00
TOTAL ADMINISTRATIVE SERVICES	12.00	12.00			1.00	13.00
BUSINESS ASSIST & HSG DEVELOPMENT						
DIRECTOR OF BUS ASSIST AND HOUSING	1.00	0.40		0.60	-	1.00
ADMIN / PROGRAM ANALYST II	1.00			1.00	-	1.00
PROGRAM ANALYST I	1.00			1.00	-	1.00
TOTAL BUSINESS ASSISTANCE & HOUSING DEV	3.00	0.40	-	2.60	-	3.00
CITY HALL						
CUSTODIAN-CITY HALL	1.00	1.00			(1.00)	-
CODE ENFORCEMENT						
DIRECTOR OF CODE ENFORCEMENT	1.00		1.00		-	1.00
ADMINISTRATIVE ASSISTANT	1.00		1.00		(1.00)	-
SENIOR ADMINISTRATIVE ASSISTANT	-	-	-		1.00	1.00
CODE ENFORCEMENT TECHNICIAN II	6.00		6.00		-	6.00
RECYCLING COORDINATOR	1.00		1.00		-	1.00
TOTAL CODE ENFORCEMENT	9.00	-	9.00		-	9.00
COMMUNITY DEVELOPMENT						
COMMUNITY DEVELOPMENT DIRECTOR	1.00	1.00				1.00
ASSIST COMM DEVELOPMENT DIRECTOR	1.00	1.00			(1.00)	-
SENIOR ADMINISTRATIVE ASSISTANT	0.80	0.80			0.20	1.00
STAFF ASSISTANT	1.00	1.00				1.00
PLANNING						
ASSISTANT PLANNER	1.00	1.00			(1.00)	-
ASSOCIATE PLANNER	1.00		1.00		1.00	2.00
COMMUNITY DEVELOPMENT TECH I/II-PLNG	0.50	0.50				0.50
PLANNING INTERN	-	-	-	-	0.50	0.50

SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	23-24 Positions	General Fund	District Tax Fund	Other Funds	Budget requests	24-25 Positions
COMMUNITY DEVELOPMENT-Continued						
BUILDING						
BUILDING OFFICIAL	1.00	1.00				1.00
BUILDING INSPECTOR	-	-			1.00	1.00
FIRE MARSHALL	-	-	-	-	1.00	1.00
COMMUNITY DEVELOPMENT TECH III-BLDG	1.00	1.00				1.00
COMMUNITY DEVELOPMENT TECH I/II-BLDG	0.50	0.50				0.50
TOTAL COMMUNITY DEVELOPMENT	8.80	7.80	1.00		1.70	10.50
FIRE						
SENIOR ADMINISTRATIVE ASSISTANT	0.20		0.20		-	0.20
TOTAL FIRE	0.20	-	0.20		-	0.20
POLICE DEPARTMENT						
CHIEF OF POLICE	1.00	1.00			-	1.00
ASSISTANT POLICE CHIEF	1.00		1.00		-	1.00
POLICE LIEUTENANT	1.00	1.00			1.00	2.00
POLICE SERGEANT	5.00	4.00	1.00		-	5.00
POLICE OFFICERS	22.00	16.00	6.00			22.00
RESERVE POLICE OFFICER & PT DETECTIVE	1.00	1.00			-	1.00
MUNICIPAL LAW ENFORCEMENT OFFICER	17.00	9.00	8.00			17.00
PUBLIC INFORMATION OFFICER	-	-	-	-	1.00	1.00
ADMINISTRATIVE ASSISTANT	2.00	2.00				2.00
DISPATCH SUPERVISOR	1.00	1.00				1.00
DISPATCHERS	7.00	7.00				7.00
RESERVE DISPATCHER	0.50	0.50				0.50
RECORDS TECHNICIAN SUPERVISOR	1.00	1.00			(1.00)	-
RECORDS TECHNICIAN	2.00	2.00				2.00
TOTAL POLICE DEPT	61.50	45.50	16.00		1.00	62.50
PUBLIC WORKS						
ADMINISTRATION						
PUBLIC WORKS DIRECTOR	1.00	0.10	0.55	0.35		1.00
ASSIST PUBLIC WORKS DIRECTOR/CITY ENG	1.00		0.60	0.40	-	1.00
ASSISTANT CIVIL ENGINEER	1.00	0.60		0.40	-	1.00
AIRPORT MANAGER	1.00			1.00	-	1.00
PLAN CHECK ENGINEER	1.00		1.00		(1.00)	-
ELECTRICIAN	1.00	0.50		0.50	-	1.00
ELECTRICAL ASSISTANT	1.00	0.50		0.50	-	1.00
BUILDING MAINTENANCE TECHNICIAN II	1.00	1.00			-	1.00
SENIOR ADMINISTRATIVE ASSISTANT	0.80		0.80			0.80
TOTAL PUBLIC WORKS-ADMINISTRATION	8.80	2.70	2.95	3.15	(1.00)	7.80

SUMMARY OF PERSONNEL

DEPARTMENT POSITION TITLE	23-24 Positions	General Fund	District Tax Fund	Other Funds	Budget requests	24-25 Positions
PARKS & TREES						
PUBLIC WORKS MANAGER - PARKS & TREES	0.50	0.50			-	0.50
LEAD TREE TECHNICIAN	1.00	1.00			-	1.00
PARK MAINTENANCE TECHNICIAN II	7.00	2.00	5.00		-	7.00
PARK MAINTENANCE TECHNICIAN I	-				-	-
MUSEUM CURATOR	1.00	1.00				1.00
SEASONAL WORKER	0.70	0.70			-	0.70
TOTAL PUBLIC WORKS-PARKS & TREES	10.20	5.20	5.00		-	10.20
LIGHTING & LANDSCAPE MAINT DISTRICTS						
PARK MAINTENACE TECHNICIAN II	1.00			1.00	-	1.00
TOTAL PUBLIC WORKS-LIGHTING & LDSP	1.00			1.00	-	1.00
MECHANICS						
LEAD EQUIPMENT MECHANIC	1.00	1.00			-	1.00
EQUIPMENT MECHANIC	2.00	2.00			(1.00)	1.00
TOTAL PUBLIC WORKS-MECHANICS	3.00	3.00			(1.00)	2.00
STREETS & DRAINAGE						
PUBLIC WORKS MANAGER - STREETS	0.50	0.50			-	0.50
LEAD PUBLIC WORKS OPERATOR	1.00	1.00			-	1.00
PUBLIC WORKS OPERATOR III	-				1.00	1.00
PUBLIC WORKS OPERATOR II	5.00		5.00		1.00	6.00
PUBLIC WORKS OPERATOR I	1.00		1.00			1.00
TOTAL PUBLIC WORKS-STREETS & DRAINAGE	7.50	1.50	6.00	-	2.00	9.50
SEWER DIVISION						
PUBLIC WORKS MANAGER - SEWER	1.00			1.00	-	1.00
LEAD COLLECTION SYSTEM OPERATOR	1.00			1.00	-	1.00
COLLECTION SYSTEM OPERATOR III	-			-	1.00	1.00
COLLECTION SYSTEM OPERATOR II	1.00			1.00		1.00
COLLECTION SYSTEM OPERATOR I	3.00			3.00	-	3.00
TOTAL PUBLIC WORKS-SEWER DIVISION	6.00	-	-	6.00	1.00	7.00
TOTAL PUBLIC WORKS DEPARTMENTS	36.50	12.40	13.95	10.15	1.00	36.00

SUMMARY OF PERSONNEL
BY DEPARTMENT

DEPARTMENT SUMMARY	23-24 Positions	General Fund	District Tax Fund	Other Funds	Budget requests	24-25 Positions
DEPARTMENT:						
ELECTEDS	8.00	8.00	-	-	-	8.00
ADMINISTRATION	2.40	2.40			-	2.40
ADMINISTRATIVE SERVICES	12.00	12.00			1.00	13.00
BUSINESS ASSISTANCE & HSG DEVELOPMENT	3.00	0.40		2.60	-	3.00
CITY HALL	1.00	1.00	-	-	(1.00)	-
CODE ENFORCEMENT	9.00	-	9.00	-	-	9.00
COMMUNITY DEVELOPMENT	8.80	7.80	1.00		1.70	10.50
FIRE	0.20	-	0.20		-	0.20
POLICE DEPARTMENT	61.50	45.50	16.00	-	1.00	62.50
PUBLIC WORKS	36.50	12.40	13.95	10.15	1.00	37.50
DEPARTMENT TOTALS:	**142.40**	**89.50**	**40.15**	**12.75**	**3.70**	**146.10**

ALL FUNDS SUMMARY

FUND	Fund #	Beginning Fund Balance	Revenues & Sources	Expenditures & Uses	Ending Fund Balance
General Fund	100	$ 16,015,090	$ 19,933,461	$ 19,933,461	$ 16,015,090
1% District Sales Tax Fund	102	5,624,321	7,184,133	12,797,292	11,162
Special Revenue Funds					
Pension Stabilization Fund	104	4,810,250	133,000	21,500	4,921,750
Asset Seizures	106	112,005	3,611	5,000	110,616
Local Transportation	107	716,665	891,262	1,554,331	53,596
PEG Fee Fund	109	86,119	25,933	80,000	32,052
CASp Fund	110	23,183	2,144	5,000	20,327
Recycling Fund	111	74,453	37,571	14,499	97,525
Gas Tax RSTP Fund	112	1,192,618	352,302	1,500,000	44,920
Special Gas Tax	113	1,047,140	1,064,087	2,054,006	57,221
Supplemental Benefit Fund	120	574,340	10,450	563,100	21,690
Impact Fee Funds					
Drainage Impact Fee Fund	130	1,772,209	171,612	1,000,000	943,821
Fire Suppression Impact Fee Fund	131	570,201	154,519	500,000	224,720
Development Impact Fee Fund	132	1,183,884	339,540	1,000,000	523,424
Law Enforcement Impact Fee Fund	133	711,380	224,244	500,000	435,624
Park Development Impact Fee Fund	134	2,569,542	553,108	1,800,000	1,322,650
Technology Fee Fund	135	382,621	55,144	316,200	121,565
Thermalito Drainage Fee Fund	136	546,807	17,032	-	563,839
Traffic Impact Fee Fund	137	3,948,505	350,052	2,100,000	2,198,557
Grant Funds					
Planning Grants	152	3,980,528	1,500,000	5,053,443	427,085
Police Supplemental Law Enforcement	153	97,325	184,710	220,000	62,035
Public Safety Augmentation	154	98,298	183,001	250,000	31,299
Special Districts					
Landscape/Lighting Maintenance Dist	170	105,997	52,551	30,727	127,821
Benefit Assessment Districts	190	42,948	24,950	8,883	59,015
Westside Public Safety Facility 2006-1	200	946,956	91,095	3,141	1,034,910
Public Safety Services 2006-2	201	991,443	91,095	3,141	1,079,397
Business Assistance/Housing Development					
Housing Program Fund	220	2,786,657	304,560	502,461	2,588,756
Home Grant Fund	221	378,653	724,080	876,250	226,483
Community Dev. Block Grants	222	851,440	11,309,359	10,278,146	1,882,653
EDBG Grant	223	5,154	32,537	34,282	3,409
CalHome	224	72,970	189,541	153,000	109,511
Housing Rehabilitation (CDBG)	225	1,663,099	81,014	148,830	1,595,283
EDBG Revolving Loan Fund	226	44,243	-	-	44,243
CDBG Program Income	227	937,484	499,542	1,426,922	10,104
Subtotal		**$ 54,964,529**	**$ 46,771,240**	**$ 64,733,615**	**$ 37,002,154**

ALL FUNDS SUMMARY

FUND	Fund #	Beginning Fund Balance	Revenues & Sources	Expenditures & Uses	Ending Fund Balance
Business Assistance/Housing Continued					
Cal Home Revolving Loan Fund	230	545,931	219,014	707,279	57,666
Home Revolving Loan Fund	231	796,388	1,070,074	787,252	1,079,210
RBEG	232	29,480	923	-	30,403
City Revolving Loan	233	259,737	7,518	150,000	117,255
Debt Service Fund					
City Debt Service Fund	250	162,678	1,373,956	1,373,956	162,678
Capital Funds					
Capital Asset Replacement Fund	300	3,550,909	1,000,000	2,007,000	2,543,909
Building/Facilities Cap Improv Fund	301	5,765,566	800,000	6,456,154	109,412
Capital Projects	302	-	-	-	-
Capital Projects (Bond Proceeds)	304	92,271	-	92,271	-
Enterprise Funds					
Sewer Fund	400	16,359,464	5,907,842	5,268,607	16,998,699
Airport Fund	420	4,700,827	735,790	1,709,664	3,726,953
Internal Service Funds					
Workers Compensation	530	758,725	425,051	414,484	769,292
Unemployment Self-Insurance	540	175,586	-	-	175,586
Self-Insurance Vision Plan	550	11,856	1,324	13,180	-
Other					
Successor Agency	560	2,415,528	1,728,138	1,586,880	2,556,786
Subtotal		35,624,946	13,269,630	20,566,727	28,327,849
TOTAL		**$ 90,589,475**	**$ 60,040,870**	**$ 85,300,342**	**$ 65,330,003**

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Revenues by Resource

GENERAL FUND	2022-23 ACTUAL	2023-24 BUDGET	2023-24 PROJECTED	2024-25 PRELIMINARY
Taxes				
Sales and Use Tax	$ 5,903,156	$ 6,013,054	$ 5,818,940	$ 5,871,000
Property	4,508,942	4,304,142	4,368,601	4,500,955
Utility User	2,755,038	2,258,495	2,667,278	2,693,950
Franchise Fees	1,164,206	1,160,827	1,135,820	1,184,043
Transient Occupancy	760,265	978,596	637,966	998,168
Other Taxes	67,560	53,476	53,475	54,546
Total Taxes	15,159,167	14,768,592	14,682,080	15,302,662
License, Permits and Franchises				
Licenses	85,397	83,403	78,357	80,000
Permits	580,340	510,585	497,877	502,311
Total License, Permits and Fees	665,737	593,988	576,234	582,311
Other Revenues				
Fines and Forfeitures	62,979	38,619	26,051	27,750
Interest, Rents and Concessions	637,940	604,809	1,291,252	1,203,098
Intergovernmental Revenues	475,792	425,002	487,184	304,387
Charges for Services	483,333	483,957	361,934	350,830
Other Revenues	4,940,991	2,109,912	1,574,683	1,073,873
Operating Transfers In	2,566,347	1,510,557	1,007,450	1,088,550
Total Other Revenues	9,167,382	5,172,855	4,748,554	4,048,488
TOTAL GENERAL FUND REVENUES	**$ 24,992,286**	**$ 20,535,434**	**$ 20,006,868**	**$ 19,933,461**

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

GENERAL FUND	2022-23 ACTUAL	2023-24 BUDGET	2023-24 PROJECTED	2024-25 PRELIMINARY
Administration				
City Administrator	$ 246,059	$ 315,019	$ 253,762	$ 300,028
City Attorney	349,011	350,150	720,702	360,150
City Clerk	179,635	154,435	144,080	224,716
City Hall	146,364	213,074	122,008	180,073
Administrative Services				
Finance	1,197,519	975,275	1,131,773	1,342,313
Human Resources	274,533	390,719	233,371	384,190
Information Technology	558,312	632,328	448,238	594,510
Risk Management	629,462	749,928	734,327	807,030
Elected Officials				
Mayor, City Council, Treasurer	293,972	195,327	310,475	374,592
Community Development Svcs				
Planning	626,329	910,873	712,502	742,565
Building	1,104,875	1,257,279	888,690	1,056,314
Code Enforcement				
Code Enforcement	227,156	-	-	-
Public Safety				
Fire	5,265,631	4,811,026	5,490,754	4,024,242
Police	5,791,006	6,322,009	5,434,315	6,195,705
Public Works				
Administration	345,455	374,886	250,998	575,967
Parks and Trees	1,269,674	1,147,687	646,108	1,148,854
Streets and Drainage	1,065,629	908,089	755,540	860,257
Vehicle Maintenance	659,631	756,329	591,086	656,955
General Government	2,677,859	71,000	3,479,032	105,000
TOTAL GENERAL FUND EXPENDITURES	**$ 22,908,112**	**$ 20,535,434**	**$ 22,347,761**	**$ 19,933,461**

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

DISTRICT TAX FUND	2022-23 ACTUAL	2023-24 BUDGET	2023-24 PROJECTED	2024-25 PRELIMINARY
Taxes				
Sales and Use Tax-District Tax	**$ 7,499,684**	**$ 7,870,373**	**$ 7,210,080**	**$ 7,184,133**
Administration				
City Administrator	$ 91,379	$ -		$ -
City Hall	47,903	-		-
Planning & Development Svcs				
Planning	19,601	91,136	-	198,740
Code Enforcement				
Code Enforcement	701,086	973,978	802,223	1,229,060
Public Safety				
Police	1,226,529	2,882,422	1,862,887	3,045,157
Fire	-	28,209	13,703	2,983,479
Public Works				
Administration	116,021	227,991	116,811	287,265
Streets	495,719	2,708,569	500,165	2,825,251
Parks and Trees	602,103	1,073,119	363,016	428,340
General Government				
Interfund Transfers				
Capital Asset Reserves	-	1,500,000	1,500,000	500,000
Capital Asset Replacements	1,500,000	850,000	850,000	500,000
Capital Improvement Fund	1,500,000	1,500,000	1,500,000	800,000
Reserves	1,500,000	-	-	-
TOTAL GENERAL FUND EXPENDITURES	**$ 7,800,341**	**$ 11,835,424**	**$ 7,508,805**	**$ 12,797,292**

CITY OF OROVILLE

SUMMARY SCHEDULES

Summary of Expenditures by Department

GENERAL FUND & DISTRICT TAX FUND

	2022-23 ACTUAL	2023-24 BUDGET	2023-24 PROJECTED	2024-25 PRELIMINARY
Administration				
City Administrator	$ 337,438	$ 315,019	$ 253,762	$ 300,028
City Attorney	349,011	350,150	720,702	360,150
City Hall	194,267	213,074	122,008	180,073
Administrative Services				
Finance	1,197,519	975,275	1,131,773	1,342,313
City Clerk	179,635	154,435	144,080	224,716
Human Resources	274,533	390,719	233,371	384,190
Information Technology	558,312	632,328	448,238	594,510
Risk Management	629,462	749,928	734,327	807,030
Elected Officials				
Mayor. City Council, Treasurer	293,972	195,327	310,475	374,592
Planning & Development Svcs				
Planning	645,930	1,002,009	712,502	941,305
Building	1,104,875	1,257,279	888,690	1,056,314
Code Enforcement				
Code Enforcement	928,242	973,978	802,223	1,229,060
Public Safety				
Fire	5,265,631	4,839,235	5,504,457	7,007,721
Police	7,017,535	9,204,431	7,297,202	9,240,862
Public Works				
Administration	461,476	602,877	367,809	863,232
Parks and Trees	1,871,777	2,220,807	1,009,124	1,577,194
Streets & Drainage	1,561,348	3,616,658	1,255,705	3,685,508
Vehicle Maintenance	659,631	756,329	591,086	656,955
General Government	7,177,859	3,921,000	7,329,032	1,905,000
TOTAL GENERAL FUND EXPENDITURES	**$ 30,708,453**	**$ 32,370,858**	**$ 29,856,566**	**$ 32,730,753**

General Fund Detailed Budgets by Department and Major Categories

ELECTED OFFICIALS

Activity

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

Budget Summary:

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Expenses				
Mayor, City Council & Treasurer				
Salaries & Benefits	$ 269,637	$ 151,387	$ 266,075	$ 330,174
Services & Supplies	24,335	43,940	44,400	44,418
Total Expenses	$ 293,972	$ 195,327	$ 310,475	$ 374,592

ADMINISTRATION

Activity

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

Budget Summary:

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Revenues				
Revenues	$ 3,266	$ 3,997	$ 19,348	$ 4,040
Total Revenues	$ 3,266	$ 3,997	$ 19,348	$ 4,040
Expenses				
City Administrator				
Salaries & Benefits	$ 232,372	$ 299,389	$ 246,349	$ 284,085
Services & Supplies	13,687	15,630	7,413	15,943
City Attorney				
Services & Supplies	349,011	350,150	720,702	360,150
City Clerk				
Salaries & Benefits	112,240	103,935	113,706	147,245
Services & Supplies	67,395	50,500	30,374	77,471
City Hall				
Salaries & Benefits	60,584	140,874	60,150	63,229
Services & Supplies	85,780	72,200	61,858	116,844
Total Expenses	$ 921,069	$ 1,032,678	$ 1,240,552	$ 1,064,967

ADMINISTRATIVE SERVICES

Activity

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

Budget Summary:

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Revenues				
Revenues - Finance	$ 46,008	$ 38,864	$ 39,757	$ 39,740
Revenues - HR	-	-	-	-
Revenues - Information Technology	42,762	42,645	48,556	43,498
Total Revenues	$ 88,770	$ 81,509	$ 88,313	$ 83,238
Expenses				
Finance				
Salaries & Benefits	$ 705,599	$ 704,125	$ 604,055	$ 972,570
Services & Supplies	491,920	271,150	527,718	369,743
Human Resources				
Salaries & Benefits	216,061	339,097	157,219	331,536
Services & Supplies	58,472	51,622	76,152	52,654
Information Technology				
Salaries & Benefits	257,908	281,232	268,577	402,569
Services & Supplies	300,404	351,096	179,661	191,941
Risk Management				
Services & Supplies	629,462	749,928	734,327	807,030
Total Expenses	$ 2,659,826	$ 2,748,250	$ 2,547,709	$ 3,128,043

COMMUNITY DELEVELOPMENT
PLANNING AND BUILDING

Activity

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

Budget Summary:

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Revenues				
Revenues - Planning	$ 145,721	$ 159,610	$ 125,694	$ 80,261
Revenues - Building	859,261	781,505	686,270	687,201
Total Revenues	$ 1,004,982	$ 941,115	$ 811,964	$ 767,462
Expenses				
Planning and Development Services				
Salaries & Benefits	$ 185,808	$ 414,773	$ 192,102	$ 236,543
Services & Supplies	440,521	496,100	520,400	506,022
Building				
Salaries & Benefits	275,584	693,679	441,437	481,442
Services & Supplies	829,291	563,600	447,253	574,872
Total Expenses	$ 1,731,204	$ 2,168,152	$ 1,601,192	$ 1,798,879

CODE ENFORCEMENT

Activity

The Code Enforcement Department is the first line of prevention, detection, investigation and enforcement of violations of statues or ordinances regulating public health, safety, welfare, public works, business activities and consumer protection, building standards, land use, or municipal affairs.

Budget Summary:

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Revenues				
Revenues - Code Enforcement	368,012	314,228	268,161	161,887
Total Revenues	$ 368,012	$ 314,228	$ 268,161	$ 161,887
Expenses				
Code Enforcement				
Salaries & Benefits	10,065	-	-	-
Services & Supplies	217,091	-	-	-
Total Expenses	$ 227,156	$ -	$ -	$ -

PUBLIC SAFETY

Activity

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

Budget Summary:

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Revenues				
Revenues - Police	$ 452,734	$ 399,135	$ 545,325	$ 545,780
Revenues - Fire	169,710	187,643	55,165	41,950
Total Revenues	$ 622,444	$ 586,778	$ 600,490	$ 587,730
Expenses				
Fire				
Salaries & Benefits	$ 359,285	$ -	$ 247,875	$ 250,745
Services & Supplies	4,906,346	4,565,198	5,242,879	3,773,497
Transitional Cost	-	245,828	-	-
Police				
Salaries & Benefits	4,614,063	5,117,425	4,169,252	4,967,028
Services & Supplies	1,176,943	1,204,584	1,265,063	1,228,677
Total Expenses	$ 11,056,637	$ 11,133,035	$ 10,925,069	$ 10,219,947

PUBLIC WORKS
PUBLIC WORKS ADMIN / STREET AND STORM DRAINS

Activity

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

Budget Summary:

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Revenues				
Revenues - Public Works Admin	$ 86,833	$ 85,288	$ 99,283	$ 84,863
Revenues - Parks and Trees	62,048	62,036	60,609	65,500
Revenues - Streets	556,001	597,835	597,818	611,084
Revenues - Vehicle Maintenance	864,333	813,601	180,594	-
Total Revenues	$ 1,569,215	$ 1,558,760	$ 938,304	$ 761,447
Expenses				
PW Administration				
Salaries & Benefits	$ 77,224	$ 95,490	$ 78,881	$ 290,984
Services & Supplies	268,231	279,395	172,117	284,983
Parks and Trees				
Salaries & Benefits	600,645	585,387	330,922	647,648
Services & Supplies	669,029	562,300	315,186	501,206
Streets				
Salaries & Benefits	307,423	394,639	297,168	336,135
Services & Supplies	758,206	513,450	458,372	524,122
Vehicle Maintenance				
Salaries & Benefits	332,206	322,329	231,424	266,275
Services & Supplies	327,425	434,000	359,662	390,680
Total Expenses	$ 3,340,389	$ 3,186,991	$ 2,243,732	$ 3,242,033

GENERAL GOVERNMENT

Activity

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

Budget Summary:

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Revenues				
Sales and Use Tax	$ 5,903,156	$ 6,013,054	$ 5,818,940	$ 5,871,000
Property Tax	4,508,942	4,304,142	4,368,601	4,500,955
Utility User Tax	2,755,038	2,258,495	2,667,278	2,693,950
Transient Occupancy	760,265	978,596	637,966	998,168
Other Taxes	67,560	53,476	53,475	54,546
Franchise Fees	1,164,206	1,160,827	1,135,820	1,184,043
Intergovernmental Revenues	29,465	15,027	11,240	12,000
Interest	546,813	505,931	1,187,650	1,097,798
Other Revenues	3,718,322	899,517	1,039,338	730,235
Interfund Transfers In	1,881,830	859,980	359,980	424,962
Total Revenues	$ 21,335,597	$ 17,049,047	$ 17,280,288	$ 17,567,657
Expenses				
General Government				
Services & Supplies	63,326	71,000	1,040,710	105,000
Interfund Transfers Out	2,614,533	-	2,438,322	-
Total Expenses	$ 2,677,859	$ 71,000	$ 3,479,032	$ 105,000

1% DISTRICT SALES TAX

Activity

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

FUND: 102

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 6,223,703	$ 5,923,046	$ 5,923,046	$ 5,624,321
Revenues				
Revenues	7,499,684	7,870,373	7,210,080	7,184,133
Total Revenues	7,499,684	7,870,373	7,210,080	7,184,133
Expenses				
Administration				
Salaries & Benefits	91,379	-	-	-
City Hall				
Salaries & Benefits	47,903	-	-	-
Planning				
Salaries & Benefits	19,601	91,136	-	198,740
Code Enforcement				
Salaries & Benefits	700,841	753,831	665,070	994,772
Services and Supplies	245	220,147	137,153	234,288
Police				
Salaries & Benefits	953,081	2,142,422	1,361,204	2,280,357
Services and Supplies	273,448	740,000	501,683	764,800
Fire				
Salaries & Benefits	-	28,209	13,703	18,213
Services and Supplies	-	-	-	1,702,425
Capital Outlay	-	-	-	1,262,841
Public Works				
Salaries & Benefits	116,021	227,991	116,811	287,265
Streets & Drainage				
Salaries & Benefits	494,775	579,569	473,818	696,071
Services and Supplies	944	129,000	26,347	129,180
Pavement Rehabilitation	-	2,000,000	-	2,000,000
Parks & Trees				
Salaries & Benefits	312,617	473,119	363,016	428,340
Services and Supplies	289,486	600,000	-	-
Transfers				
Capital Asset Replacement Reserve	1,500,000	1,500,000	1,500,000	500,000
Capital Asset Replacements	1,500,000	850,000	850,000	500,000
Capital Projects & Improv Fund	1,500,000	1,500,000	1,500,000	800,000
Total Expenses	7,800,341	11,835,424	7,508,805	12,797,292
Ending Fund Balance	$ 5,923,046	$ 1,957,995	$ 5,624,321	$ 11,162

PENSION RATE STABILIZATION AND OPEB FUND

Activity

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

FUND: 104

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 4,536,383	$ 4,687,082	$ 4,687,082	$ 4,810,250
Revenues				
Revenues	171,403	-	144,510	133,000
Total Revenues	171,403	-	144,510	133,000
Expenses				
Fiscal Agent Fees	20,704	20,624	21,342	21,500
Total Expenses	20,704	20,624	21,342	21,500
Ending Fund Balance	$ 4,687,082	$ 4,666,458	$ 4,810,250	$ 4,921,750

ASSET SEIZURE FUND

Activity

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

FUND: 106

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 157,559	$ 108,430	$ 108,430	$ 112,005
Revenues				
Revenues	2,361	2,253	3,575	3,611
Total Revenues	2,361	2,253	3,575	3,611
Expenses				
Services and Supplies	-	5,000	-	5,000
Capital Outlay	51,490	-	-	-
Total Expenses	51,490	5,000	-	5,000
Ending Fund Balance	$ 108,430	$ 105,683	$ 112,005	$ 110,616

LOCAL TRANSPORTATION FUND

Activity

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

FUND: 107

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 644,699	$ 565,154	$ 565,154	$ 716,665
Revenues				
Revenues	649,106	821,147	901,233	891,262
Transfers In	-	-	-	-
Total Revenues	649,106	821,147	901,233	891,262
Expenses				
Services & Supplies	728,651	1,033,658	299,722	1,554,331
Transfer out	-	-	450,000	-
Total Expenses	728,651	1,033,658	749,722	1,554,331
Ending Fund Balance	$ 565,154	$ 352,643	$ 716,665	$ 53,596

PEG FEE FUND

Activity

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

FUND: 109

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 124,164	$ 144,574	$ 144,574	$ 86,119
Revenues				
Revenues	32,731	23,068	21,545	25,933
Total Revenues	32,731	23,068	21,545	25,933
Expenses				
Services & Supplies	12,321	80,000	80,000	80,000
Total Expenses	12,321	80,000	80,000	80,000
Ending Fund Balance	$ 144,574	$ 87,642	$ 86,119	$ 32,052

CASP FUND

Activity

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

FUND: 110

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 19,531	$ 21,179	$ 21,179	$ 23,183
Revenues				
Revenues	1,648	1,788	2,004	2,144
Total Revenues	1,648	1,788	2,004	2,144
Expenses				
Services & Supplies	-	5,000	-	5,000
Transfer out to other agency				
Total Expenses	-	5,000	-	5,000
Ending Fund Balance	$ 21,179	$ 17,967	$ 23,183	$ 20,327

RECYCLING FUND

Activity

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

FUND: 111

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 67,519	$ 48,253	$ 48,253	$ 74,453
Revenues				
Revenues	49,096	35,884	31,214	37,571
Transfers In	-			
Total Revenues	49,096	35,884	31,214	37,571
Expenses				
Salaries & Benefits	51,579	-	-	-
Services & Supplies	16,783	14,215	5,014	14,499
Total Expenses	68,362	14,215	5,014	14,499
Ending Fund Balance	$ 48,253	$ 69,922	$ 74,453	$ 97,525

GAS TAX REGIONAL SURFACE TRANSPORTATION PROGRAM FUND

Activity

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

FUND: 112

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 776,446	$ 757,893	$ 757,893	$ 1,192,618
Revenues				
Revenues	315,617	333,529	434,725	352,302
Total Revenues	315,617	333,529	434,725	352,302
Expenses				
Services & Supplies	334,170	900,000	-	1,500,000
Capital Outlay	-	-	-	-
Transfer out to other agency	-	-	-	-
Total Expenses	334,170	900,000	-	1,500,000
Ending Fund Balance	$ 757,893	$ 191,422	$ 1,192,618	$ 44,920

SPECIAL GAS TAX

Activity

This Fund is used to account for the revenues of gas sales tax received from the State of California pursuant to Sections 2013, 2015, 2016, 2017, 2017.5 of the Streets and Highway code.
Use: Research, planning, construction, improvement, maintenance, and operation of public streets and highways, including the mitigation of their enviromental effects.

FUND: 113

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 753,503	$ 1,189,665	$ 1,189,665	$ 1,047,140
Revenues				
Revenues	959,328	1,030,516	1,022,381	1,064,087
Total Revenues	959,328	1,030,516	1,022,381	1,064,087
Expenses				
Services & Supplies	8,649	1,500,000	619,706	1,500,000
Capital Outlay	-			
Transfer Out	514,517	547,557	545,200	554,006
Total Expenses	523,166	2,047,557	1,164,906	2,054,006
Ending Fund Balance	$ 1,189,665	$ 172,624	$ 1,047,140	$ 57,221

SUPPLEMENTAL BENEFITS FUND

Activity

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

FUND: 120

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 714,469	$ 593,623	$ 593,623	$ 574,340
Revenues				
Revenues	146,354	145,327	18,833	10,450
Total Revenues	146,354	145,327	18,833	10,450
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	262,200	600,000	33,116	560,600
Transfers Out	5,000	5,000	5,000	2,500
Total Expenses	267,200	605,000	38,116	563,100
Ending Fund Balance	$ 593,623	$ 133,950	$ 574,340	$ 21,690

DRAINAGE IMPACT FEE FUND
CITY WIDE

Activity

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

FUND: 130

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 1,349,732	$ 1,483,574	$ 1,483,574	$ 1,772,209
Revenues				
Revenues	133,842	142,187	288,635	171,612
Total Revenues	133,842	142,187	288,635	171,612
Expenses				
Services & Supplies	-	1,000,000	-	1,000,000
Capital Outlay	-	-	-	-
Total Expenses	-	1,000,000	-	1,000,000
Ending Fund Balance	$ 1,483,574	$ 625,761	$ 1,772,209	$ 943,821

FIRE SUPPRESSION IMPACT FEE FUND

Activity

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

FUND: 131

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 375,504	$ 417,212	$ 417,212	$ 570,201
Revenues				
Revenues	76,671	50,465	152,989	154,519
Total Revenues	76,671	50,465	152,989	154,519
Expenses				
Services & Supplies	-	300,000	-	500,000
Capital Outlay	34,963	-	-	-
Total Expenses	34,963	300,000	-	500,000
Ending Fund Balance	$ 417,212	$ 167,677	$ 570,201	$ 224,720

GENERAL GOVERNMENT DEVELOPMENT IMPACT FEE FUND

Activity

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

FUND: 132

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 762,120	$ 847,705	$ 847,705	$ 1,183,884
Revenues				
Revenues	85,585	94,143	336,179	339,540
Total Revenues	85,585	94,143	336,179	339,540
Expenses				
Services & Supplies	-	850,000	-	1,000,000
Capital Outlay	-	-	-	-
Total Expenses	-	850,000	-	1,000,000
Ending Fund Balance	$ 847,705	$ 91,848	$ 1,183,884	$ 523,424

LAW ENFORCEMENT IMPACT FEE FUND

Activity

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

FUND: 133

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 444,309	$ 489,356	$ 489,356	$ 711,380
Revenues				
Revenues	45,047	46,210	222,024	224,244
Total Revenues	45,047	46,210	222,024	224,244
Expenses				
Services & Supplies	-	400,000	-	500,000
Capital Outlay	-	-	-	-
Total Expenses	-	400,000	-	500,000
Ending Fund Balance	$ 489,356	$ 135,566	$ 711,380	$ 435,624

PARKS DEVELOPMENT IMPACT FEE FUND

Activity

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

FUND: 134

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 1,795,997	$ 2,021,910	$ 2,021,910	$ 2,569,542
Revenues				
Revenues	225,913	250,403	547,632	553,108
Total Revenues	225,913	250,403	547,632	553,108
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	500,000	-	1,800,000
Transfers Out	-	-	-	-
Total Expenses	-	500,000	-	1,800,000
Ending Fund Balance	$ 2,021,910	$ 1,772,313	$ 2,569,542	$ 1,322,650

TECHNOLOGY FEE FUND

Activity

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

FUND: 135

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 342,227	$ 328,023	$ 328,023	$ 382,621
Revenues				
Revenues	59,093	57,129	54,598	55,144
Total Revenues	59,093	57,129	54,598	55,144
Expenses				
Services & Supplies	73,297	310,000	-	316,200
Capital Outlay	-			
Total Expenses	73,297	310,000	-	316,200
Ending Fund Balance	$ 328,023	$ 75,152	$ 382,621	$ 121,565

THERMALITO DRAINAGE IMPACT FEE FUND

Activity

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

FUND: 136

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 519,498	$ 529,943	$ 529,943	$ 546,807
Revenues				
Revenues	10,445	9,687	16,864	17,032
Total Revenues	10,445	9,687	16,864	17,032
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Total Expenses	-	-	-	-
Ending Fund Balance	$ 529,943	$ 539,630	$ 546,807	$ 563,839

TRAFFIC IMPACT FEE FUND

Activity

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

FUND: 137

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 3,417,012	$ 3,601,919	$ 3,601,919	$ 3,948,505
Revenues				
Revenues	184,907	197,729	346,586	350,052
Total Revenues	184,907	197,729	346,586	350,052
Expenses				
Services & Supplies	-	10,000	-	2,100,000
Capital Outlay	-	-	-	-
Total Expenses	-	10,000	-	2,100,000
Ending Fund Balance	$ 3,601,919	$ 3,789,648	$ 3,948,505	$ 2,198,557

PLANNING GRANTS

Activity

The Fund is used for various Planning Grant programs.

FUND: 140

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ (12,190)	$ 2,402,517	$ 2,402,517	$ 3,980,528
Revenues				
Revenues	2,733,374	1,500,000	3,122,073	1,500,000
Interfund Transfers In			-	
Total Revenues	2,733,374	1,500,000	3,122,073	1,500,000
Expenses				
Salaries & Benefits	15,628	-	-	-
Services & Supplies	303,039	733,777	981,436	751,943
Capital Outlay	-	1,766,223	562,626	4,301,500
Total Expenses	318,667	2,500,000	1,544,062	5,053,443
Ending Fund Balance	$ 2,402,517	$ 1,402,517	$ 3,980,528	$ 427,085

POLICE SUPPLEMENTAL LAW ENFORCEMENT FUND

Activity

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

FUND: 150

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 218,928	$ (6,088)	$ (6,088)	$ 97,325
Revenues				
Revenues	166,229	180,370	223,413	184,710
Total Revenues	166,229	180,370	223,413	184,710
Expenses				
Services & Supplies	-			
Capital Outlay	271,245	30,000	-	100,000
Transfer Out	120,000	120,000	120,000	120,000
Total Expenses	391,245	150,000	120,000	220,000
Ending Fund Balance	$ (6,088)	$ 24,282	$ 97,325	$ 62,035

PUBLIC SAFETY AUGMENTATION

Activity

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

FUND: 151

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 281,197	$ 109,256	$ 109,256	$ 98,298
Revenues				
Revenues	176,970	182,515	173,357	183,001
Total Revenues	176,970	182,515	173,357	183,001
Expenses				
Services & Supplies	298,911	150,000		
Capital Outlay	-	-	134,315	200,000
Transfer Out	50,000	50,000	50,000	50,000
Total Expenses	348,911	200,000	184,315	250,000
Ending Fund Balance	$ 109,256	$ 241,771	$ 98,298	$ 31,299

LIGHTING AND LANDSCAPING MAINTENANCE DISTRICTS

Activity

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

FUND: 170

	BUDGET UNIT	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance		$ 63,688	$ 84,389	$ 84,389	$ 105,997
Revenues					
Grandview Estates	6001	3,926	3,909	5,507	5,562
The Buttes	6011	7,132	7,212	4,365	4,409
Deer Creek	6021	2,169	2,197	2,169	2,191
Calle Vista I	6031	5,327	5,356	5,175	5,227
Cherokee Estates I	6041	949	968	949	958
Sherwood Estates	6051	2,058	2,099	2,055	2,076
Grayhawk	6061	5,829	6,047	5,929	5,988
Cherokee Estates II	6071	3,800	3,683	3,420	3,454
Linkside I	6081	4,225	4,310	4,160	4,202
Foothill Estates	6091	2,750	2,693	2,475	2,500
Calle Vista II	6101	4,847	4,888	2,424	2,448
Vista Del Oro	6111	2,760	2,754	2,756	2,784
Mission Olive	6121	7,716	7,870	7,716	7,793
J Richter Subdivision	6131	2,785	2,841	2,931	2,960
Feather River Bluffs	6151	-	-	-	-
Total Revenues		56,273	56,826	52,031	52,551
Expenses					
Grandview Estates	6001	2,500	2,937	2,538	2,563
The Buttes	6011	3,344	4,105	2,540	2,565
Deer Creek	6021	1,249	1,244	1,244	1,256
Calle Vista II	6031	3,891	5,248	3,165	3,197
Cherokee Estates II	6041	1,693	1,795	1,260	1,273
Sherwood Estates	6051	1,534	1,522	1,712	1,729
Grayhawk	6061	3,053	3,606	2,997	3,027
Cherokee Estates II	6071	1,233	2,014	2,059	2,080
Linkside I	6081	2,899	4,022	3,538	3,573
Foothill Estates	6091	1,422	1,901	1,483	1,498
Calle Vista II	6101	3,723	4,905	1,109	1,120
Vista Del Oro	6111	3,450	4,937	3,299	3,332
Mission Olive	6121	3,694	3,545	2,157	2,179
J Richter Subdivision	6131	1,785	1,840	1,199	1,211
Feather River Bluffs	6151	34	41	41	41
Acacia Estates	6161	34	41	41	41
Ruddy Creek	6181	34	41	41	41
Total Expenses		35,572	43,744	30,423	30,727
Ending Fund Balance		$ 84,389	$ 97,471	$ 105,997	$ 127,821

BENEFIT ASSESSMENT DISTRICTS

Activity

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

FUND: 190

	BUDGET UNIT	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance		$ 17,223	$ 27,040	$ 27,040	$ 42,948
Revenues					
Linkside I	1900	3,941	3,586	3,148	3,179
Foothill Estates	1910	2,440	566	2,810	2,838
Calle Vista II	1920	3,062	3,058	6,166	6,228
Vista Del Oro	1930	4,478	4,425	5,778	5,836
Mission Olive	1940	2,600	2,626	5,300	5,353
Martin Ranch	1950	-	-	-	-
J Richter Subdivision	1960	1,344	1,357	1,501	1,516
Ruddy Creek	1970	-	-	-	-
Total Revenues		17,865	15,618	24,703	24,950
Expenses					
Linkside I	6201	1,653	2,144	1,578	1,594
Foothill Estates	6211	1,793	2,401	820	828
Calle Vista II	6221	986	2,302	1,102	1,113
Vista Del Oro	6231	1,955	3,092	2,190	2,212
Mission Olive	6241	1,156	2,399	2,601	2,627
Martin Ranch	6251	34	41	41	41
J Richter Subdivision	6261	471	749	463	468
Total Expenses		8,048	13,128	8,795	8,883
Ending Fund Balance		$ 27,040	$ 29,530	$ 42,948	$ 59,015

WESTSIDE PUBLIC SAFETY FACILITY 2006-1

Activity

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

FUND: 200

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 761,815	$ 858,267	$ 858,267	$ 946,956
Revenues				
Revenues	97,843	94,662	91,239	91,095
Total Revenues	97,843	94,662	91,239	91,095
Expenses				
Services & Supplies	1,391	3,079	2,550	3,141
Capital Outlay	-			
Transfer out to other agency		-		
Total Expenses	1,391	3,079	2,550	3,141
Ending Fund Balance	$ 858,267	$ 949,850	$ 946,956	$ 1,034,910

PUBLIC SAFETY SERVICE 2006-2

Activity

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

FUND: 201

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 805,272	$ 902,598	$ 902,598	$ 991,443
Revenues				
Revenues	98,717	95,472	91,395	91,095
Total Revenues	98,717	95,472	91,395	91,095
Expenses				
Services & Supplies	1,391	3,079	2,550	3,141
Capital Outlay	-	-		
Transfer out to other agency	-	-		
Total Expenses	1,391	3,079	2,550	3,141
Ending Fund Balance	$ 902,598	$ 994,991	$ 991,443	$ 1,079,397

BUSINESS ASSISTANCE & HOUSING DEVELOPMENT
SUMMARY OF EXPENDITURE BUDGETS

Activity

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

		2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Housing Expense Budgets	**FUND**				
Housing Program Fund	220	$ 1,310,557	$ 2,228,030	$ 1,714,504	$ 502,461
Home-First Time Home Buyers	221	200,222	2,314,050	104,543	876,250
CDBG Community Development	222	1,858,666	10,765,965	9,903,861	10,278,146
CDBG Economic Development	223	28,466	33,610	180,231	34,282
CalHome Grant Fund	224	217,924	150,000	156,595	153,000
Housing Revolving Loan Fund	225	7,401	115,000	465,427	148,830
EDBG Revolving Loan Fund	226	-	-	-	-
CDBG Program Income Fund	227	170,698	812,734	1,117,056	1,426,922
CalHome Revolving Loan Fund	228	347,389	812,734	631,229	707,279
Home Revolving Loan Fund	229	76,313	400,616	34,499	787,252
USDA RBEG Revolving Loan Fund	230	-	-	-	-
City Revolving Loan Fund	231	67	15,000	4,452	150,000
Total Housing		$ 4,217,703	$ 17,647,739	$ 14,312,397	$ 15,064,422

HOUSING PROGRAM FUND

Activity

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

FUND: 220

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 3,572,960	$ 2,764,809	$ 2,764,809	$ 2,786,657
Revenues				
Revenues	502,406	305,304	1,736,352	304,560
Interfund Transfers In	-	-	-	-
Total Revenues	502,406	305,304	1,736,352	304,560
Expenses				
Salaries & Benefits	73,056	73,530	55,360	96,561
Services & Supplies	325,395	397,000	266,792	48,400
Loans Made	900,000	1,750,000	144,842	350,000
Transfers Out	12,106	7,500	1,247,510	7,500
Total Expenses	1,310,557	2,228,030	1,714,504	502,461
Ending Fund Balance	$ 2,764,809	$ 842,083	$ 2,786,657	$ 2,588,756

HOME GRANT FUND

Activity

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

FUND: 221

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 351,635	$ 357,474	$ 357,474	$ 378,653
Revenues				
Revenues	206,061	2,225,276	125,722	724,080
Interfund Transfers In	-			
Total Revenues	206,061	2,225,276	125,722	724,080
Expenses				
Salaries & Benefits	58	-	-	-
Services & Supplies	225	37,050	-	17,250
Loans Made	-	1,827,000	-	400,000
Transfers Out	199,939	450,000	104,543	459,000
Total Expenses	200,222	2,314,050	104,543	876,250
Ending Fund Balance	$ 357,474	$ 268,700	$ 378,653	$ 226,483

COMMUNITY DEVELOPMENT BLOCK GRANT FUND

Activity

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

FUND: 222

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ (21,459)	$ (464,601)	$ (464,601)	$ 851,440
Revenues				
Revenues	1,415,524	11,087,900	11,219,902	11,309,359
Transfers In	-			
Total Revenues	1,415,524	11,087,900	11,219,902	11,309,359
Expenses				
Salaries & Benefits	227,325	255,385	182,299	260,493
Services & Supplies	1,454,290	565,500	850,515	576,030
Grants / Loans Made	-	9,815,080	8,667,490	9,309,023
Transfers Out	177,051	130,000	203,557	132,600
Total Expenses	1,858,666	10,765,965	9,903,861	10,278,146
Ending Fund Balance	$ (464,601)	$ (142,666)	$ 851,440	$ 1,882,653

CDBG ECONOMIC DEVELOPMENT LOAN FUND

Activity

This Fund accounts for the Economic Development Block Grant.

FUND: 223

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 185	$ (2,516)	$ (2,516)	$ 5,154
Revenues				
Revenues	25,765	31,797	187,901	32,537
Total Revenues	25,765	31,797	187,901	32,537
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Loans	-	-	-	-
Transfers Out	28,466	33,610	180,231	34,282
Total Expenses	28,466	33,610	180,231	34,282
Ending Fund Balance	$ (2,516)	$ (4,329)	$ 5,154	$ 3,409

CALHOME GRANT FUND

Activity

This Fund accounts for the CalHome Grant.

FUND: 224

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 140,233	$ 72,970	$ 72,970	$ 72,970
Revenues				
Revenues	150,661	188,438	156,595	189,541
Total Revenues	150,661	188,438	156,595	189,541
Expenses				
Salaries & Benefits	-			
Services & Supplies	-			
Loans Made	-			
Interfund Transfers	217,924	150,000	156,595	153,000
Total Expenses	217,924	150,000	156,595	153,000
Ending Fund Balance	$ 72,970	$ 111,408	$ 72,970	$ 109,511

CITY HOUSING REHAB REVOLVING LOAN FUND

Activity

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

FUND: 225

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 1,321,979	$ 1,370,149	$ 1,370,149	$ 1,663,099
Revenues				
Revenues	55,571	57,823	758,377	81,014
Total Revenues	55,571	57,823	758,377	81,014
Expenses				
Services & Supplies	7,401	15,000	1,084	15,300
Loans Made	-	100,000	179,077	100,000
Capital Outlay	-	-	-	-
Transfers Out	-	-	285,266	33,530
Total Expenses	7,401	115,000	465,427	148,830
Ending Fund Balance	$ 1,370,149	$ 1,312,972	$ 1,663,099	$ 1,595,283

ECONOMIC DEVELOPMENT REVOLVING LOAN FUND

Activity

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

FUND: 226

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 43,371	$ 44,243	$ 44,243	$ 44,243
Revenues				
Revenues	872	809	-	-
Total Revenues	872	809	-	-
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	-	-	-	-
Ending Fund Balance	$ 44,243	$ 45,052	$ 44,243	$ 44,243

CDBG PROGRAM INCOME

Activity

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

FUND: 227

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 1,069,275	$ 1,412,170	$ 1,412,170	$ 937,484
Revenues				
Revenues	308,076	343,771	214,786	384,732
Transfers In	205,517	112,558	427,584	114,810
Total Revenues	513,593	456,329	642,370	499,542
Expenses				
Salaries & Benefits	42,805	2,234	14,290	57,630
Services & Supplies	127,893	10,500	859,782	769,292
Loans Made	-	800,000	-	600,000
Capital Outlay	-	-	242,984	-
Transfers Out	-	-	-	-
Total Expenses	170,698	812,734	1,117,056	1,426,922
Ending Fund Balance	$ 1,412,170	$ 1,055,765	$ 937,484	$ 10,104

CAL HOME REVOLVING LOAN FUND

Activity

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

FUND: 228

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 1,092,450	$ 984,477	$ 984,477	$ 545,931
Revenues				
Revenues	21,492	20,832	36,088	34,153
Interfund Transfers In	217,924	181,236	156,595	184,861
Total Revenues	239,416	202,068	192,683	219,014
Expenses				
Salaries & Benefits	6,511	2,234	29,305	2,279
Services & Supplies	2,878	10,500	2,588	5,000
Loans Made	338,000	800,000	599,336	700,000
Total Expenses	347,389	812,734	631,229	707,279
Ending Fund Balance	$ 984,477	$ 373,811	$ 545,931	$ 57,666

HOME REVOLVING LOAN FUND

Activity

This Fund accounts for Program Income from Home Loans.

FUND: 229

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 185,484	$ 539,618	$ 539,618	$ 796,388
Revenues				
Revenues	430,447	457,547	186,726	495,332
Transfers In	-	563,473	104,543	574,742
Total Revenues	430,447	1,021,020	291,269	1,070,074
Expenses				
Salaries & Benefits	58,918	46,566	31,121	47,497
Services & Supplies	17,395	4,050	3,378	39,755
Loans Made	-	350,000	-	700,000
Transfers Out	-	-	-	-
Total Expenses	76,313	400,616	34,499	787,252
Ending Fund Balance	$ 539,618	$ 1,160,022	$ 796,388	$ 1,079,210

USDA RURAL BUSINESS ENTERPRISE REVOLVING FUND

Activity

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

FUND: 230

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 28,003	$ 28,566	$ 28,566	$ 29,480
Revenues				
Revenues	563	522	914	923
Interfund Transfers	-	-	-	-
Total Revenues	563	522	914	923
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	-	-	-	-
Transfers Out	-	-	-	-
Total Expenses	-	-	-	-
Ending Fund Balance	$ 28,566	$ 29,088	$ 29,480	$ 30,403

CITY REVOLVING LOAN FUND

Activity

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

FUND: 231

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 252,197	$ 256,745	$ 256,745	$ 259,737
Revenues				
Revenues	4,615	4,280	7,444	7,518
Transfers In	-	-	-	-
Total Revenues	4,615	4,280	7,444	7,518
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	67	-	4,452	-
Loans Made	-	15,000	-	150,000
Transfers Out	-	-	-	-
Total Expenses	67	15,000	4,452	150,000
Ending Fund Balance	$ 256,745	$ 246,025	$ 259,737	$ 117,255

DEBT SERVICE FUND

Activity

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

FUND: 250

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 48,154	$ 168,963	$ 168,963	$ 162,678
Revenues				
Revenues	1,366,490	1,366,490	1,366,490	1,373,956
Transfers In	2,468,054	-	-	-
Total Revenues	3,834,544	1,366,490	1,366,490	1,373,956
Expenses				
Principal retirement	3,130,963	875,000	885,000	895,000
Interest and fiscal charges	582,772	494,990	487,775	478,956
Total Expenses	3,713,735	1,369,990	1,372,775	1,373,956
Ending Fund Balance	$ 168,963	$ 165,463	$ 162,678	$ 162,678

CAPITAL ASSET REPLACEMENT FUND

Activity

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

FUND: 300

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 2,315,508	$ 2,042,663	$ 2,042,663	$ 3,550,909
Revenues				
Revenues	1,533,628	32,199		
Transfers In	-	2,350,000	2,350,000	1,000,000
Total Revenues	1,533,628	2,382,199	2,350,000	1,000,000
Expenses				
Maintenance and services	39,456			
Capital Outlay	1,767,017	1,600,000	841,754	2,007,000
Total Expenses	1,806,473	1,600,000	841,754	2,007,000
Ending Fund Balance	$ 2,042,663	$ 2,824,862	$ 3,550,909	$ 2,543,909

CAPITAL PROJECTS & IMPROVEMENTS FUND

Activity

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

FUND: 301

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 2,953,765	$ 2,538,796	$ 2,538,796	$ 5,765,566
Revenues				
Revenues	1,560,320	56,650		
Transfers In	-	1,500,000	5,496,229	800,000
Total Revenues	1,560,320	1,556,650	5,496,229	800,000
Expenses				
Maintenance and services	777,077			
Capital Outlay	1,198,212	2,500,000	2,269,459	6,456,154
Total Expenses	1,975,289	2,500,000	2,269,459	6,456,154
Ending Fund Balance	$ 2,538,796	$ 1,595,446	$ 5,765,566	$ 109,412

CAPITAL PROJECTS FUND

Activity

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

FUND: 302

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 530,859	$ 153,643	$ 153,643	$ -
Revenues				
Revenues	4,736	-	3,586	-
Transfers In	-	-	-	-
Total Revenues	4,736	-	3,586	-
Expenses				
Services & Supplies	3,586			
Capital Outlay	378,366	-	-	-
Transfer out			157,229	
Total Expenses	381,952	-	157,229	-
Ending Fund Balance	$ 153,643	$ 153,643	$ -	$ -

CAPITAL PROJECTS FUND
(RDA BOND PROCEEDS)

Activity

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

FUND: 303

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 1,117,003	$ 1,135,965	$ 1,135,965	$ 92,271
Revenues				
Revenues	20,883	19,310	22,590	-
Transfers In	-	-	-	-
Total Revenues	20,883	19,310	22,590	-
Expenses				
Services & Supplies	-	-	-	-
Capital Outlay	1,921	900,000	1,066,284	92,271
Transfer out to other agency	-	-	-	-
Total Expenses	1,921	900,000	1,066,284	92,271
Ending Fund Balance	$ 1,135,965	$ 255,275	$ 92,271	$ -

SEWER FUND

Activity

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

FUND: 400

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 13,649,192	$ 14,575,862	$ 14,575,862	$ 16,359,464
Revenues				
Revenues	4,901,871	5,619,718	5,739,475	5,907,842
Transfers In	-	-		
Total Revenues	4,901,871	5,619,718	5,739,475	5,907,842
Expenses				
Salaries & Benefits	586,814	716,055	467,281	818,819
Services & Supplies	2,631,558	3,912,950	2,738,815	3,984,335
Capital Outlay	531,069	375,000	494,016	152,845
Transfers Out	225,760	255,761	255,761	312,608
Total Expenses	3,975,201	5,259,766	3,955,873	5,268,607
Ending Fund Balance	$ 14,575,862	$ 14,935,814	$ 16,359,464	$ 16,998,699

AIRPORT FUND

Activity

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

FUND: 410

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 5,074,310	$ 5,021,197	$ 5,021,197	$ 4,700,827
Revenues				
Revenues	1,097,543	679,497	723,955	735,790
Transfers In	-	-	-	-
Total Revenues	1,097,543	679,497	723,955	735,790
Expenses				
Salaries & Benefits	86,492	317,880	167,428	202,901
Services & Supplies	868,974	1,381,050	758,932	1,409,409
Capital Outlay	86,226	100,000	30,851	-
Transfers Out	108,964	87,114	87,114	97,354
Total Expenses	1,150,656	1,886,044	1,044,325	1,709,664
Ending Fund Balance	$ 5,021,197	$ 3,814,650	$ 4,700,827	$ 3,726,953

STORES REVOLVING FUND

Activity

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

FUND: 510

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 11,990	$ 11,990	$ 11,990	$ -
Revenues				
Reimbursements	-	-	-	-
Total Revenues	-	-	-	-
Expenses				
Office Expense	-	-	-	-
Transfers Out			11,990	
Total Expenses	-	-	11,990	-
Ending Fund Balance	$ 11,990	$ 11,990	$ -	$ -

VEHICLE MAINTENANCE FUND

Activity

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

FUND: 520

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Cash Balance	$ 179,171	$ 179,171	$ 179,171	$ -
Revenues				
Revenue	-	-	-	-
Transfers In	-	-	-	-
Total Revenues	-	-	-	-
Expenses				
Salaries & Benefits	-	-	-	-
Services & Supplies	-	-	-	-
Transfers out			179,171	
Total Expenses	-	-	179,171	-
Ending Fund Balance	$ 179,171	$ 179,171	$ -	$ -

WORKERS COMPENSATION
SELF INSURANCE FUND

Activity

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

FUND: 510

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 591,963	$ 739,930	$ 739,930	$ 758,725
Revenues				
Revenues	441,319	501,264	421,878	425,051
Total Revenues	441,319	501,264	421,878	425,051
Expenses				
Services & Supplies	284,034	443,000	394,243	404,484
Claims	9,318	5,000	8,840	10,000
Transfers Out	-	-	-	-
Total Expenses	293,352	448,000	403,083	414,484
Ending Fund Balance	$ 739,930	$ 793,194	$ 758,725	$ 769,292

UNEMPLOYMENT SELF INSURANCE FUND

Activity

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

FUND: 520

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 181,798	$ 172,797	$ 172,797	$ 175,586
Revenues				
Revenues	32,836	33,855	32,215	
Total Revenues	32,836	33,855	32,215	-
Expenses				
Claims	41,837	35,000	29,426	
Transfers Out	-	-	-	-
Total Expenses	41,837	35,000	29,426	-
Ending Fund Balance	$ 172,797	$ 171,652	$ 175,586	$ 175,586

VISION SELF INSURANCE FUND

Activity

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

FUND: 530

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Fund Balance	$ 42,854	$ 29,229	$ 29,229	$ 11,856
Revenues				
Revenues	3,505	4,371	1,228	1,324
Total Revenues	3,505	4,371	1,228	1,324
Expenses				
Services & Supplies	17,130	22,000	18,601	13,180
Transfers Out	-	-	-	-
Total Expenses	17,130	22,000	18,601	13,180
Ending Fund Balance	$ 29,229	$ 11,600	$ 11,856	$ -

SUCCESSOR AGENCY

Activity

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

FUND: 560

	2022-23 Actual	2023-24 Budget	2023-24 Projected	2024-25 Preliminary
Beginning Cash Balance	$ 2,215,486	$ 2,286,072	$ 2,286,072	$ 2,415,528
Revenues				
Revenues	1,667,605	1,660,631	1,716,594	1,728,138
Transfers In				
Total Revenues	1,667,605	1,660,631	1,716,594	1,728,138
Expenses				
Salaries & Benefits	5,000	5,000	5,000	5,000
Services & Supplies	7,300	6,800	9,281	9,486
Principal retirement	1,190,000	1,190,000	1,190,000	1,250,000
Interest & fiscal agent fees	394,719	385,894	382,857	322,394
Transfers Out	-	-	-	-
Total Expenses	1,597,019	1,587,694	1,587,138	1,586,880
Ending Cash Balance	$ 2,286,072	$ 2,359,009	$ 2,415,528	$ 2,556,786

SUMMARY OF TRANSFERS
FISCAL YEAR 2024-25

Fund	Account #	Transfer-Out	Transfer-In
General Fund - Police Support	100.1140.4750		170,000
Supplemental Law Enforcement Services	150.1650.9000	120,000	
Public Safety Augmentation	151.1660.9000	50,000	
General Fund - Cost Allocation	100.1300.4750		424,962
Sewer Fund	400.4000.9000	312,608	
Airport Fund	410.4100.9000	97,354	
Supplemental Benefits Fund	120.1480.9000	2,500	
Housing Program Fund	220.2200.9000	12,500	
General Fund - Streets	100.1170.4750		554,006
Gas Tax	113.1470.9000	554,006	
Capital Asset Replacement Fund	300.3000.4750		850,000
Capital Asset Reserve	300.3000.4750		1,500,000
Capital Improvement Fund	301.3010.4750		1,500,000
1% District Sales Tax Fund	102.1302.9000	3,850,000	
Subtotal Transfers		4,998,968	4,998,968

CITY OF OROVILLE
VEHICLE AND EQUIPMENT DEPARTMENT REQUESTS
For Budget Year 2024 25

Departr	Vehicle/Equipment	Description	Cost Est.	Capital Asset Repl Fund	Sewer Fund	Other Funds
Police						
	1 Ford F-150 Super Cab Truck	From prior year	75,000.00	75,000.00		
	1 Ford Transit Van	From prior year	75,000.00	75,000.00		
	5 New Patrol Vehicles		375,000.00	375,000.00		
Fire						
	Bauer Compressor	For self contained breathing apparatus	87,434.19	87,434.19		
	F250 Truck	Rescue Vehicle	97,000.00	97,000.00		
	Shoreline Power System	> 25K, move to operational Budget	11,790.00	11,790.00		
Code Enforcement						
	Confirmed no requests					
Public Works						
	None					
Sewer						
	F-150 Crew Cab		52,845.00		52,845.00	
	F-350	Repair service truck	100,000.00		100,000.00	
Parks						
	None					
Streets						
	Traffic count message board trailers	2 @ 30,000	60,000.00	30,000.00	30,000.00	
	Radio communcations		15,000.00	7,500.00	7,500.00	
Mechanics shop						
	Tire Machine with balancer		35,000.00	35,000.00		
	4 x 4 F-250	Mechanics Truck	92,500.00	92,500.00		
		Total Cost	1,076,569.19	886,224.19	190,345.00	-

CITY OF OROVILLE
STAFF REPORT

TO: **MAYOR PITTMAN AND COUNCIL MEMBERS**

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

RE: **PUBLIC HEARING REGARDING WASTEWATER RATE STUDY FINDINGS AND PROPOSED RATE INCREASES**

DATE: **JUNE 4TH, 2024**

SUMMARY

City Council will receive the findings of the Bartle Wells and Associates Wastewater Rate Study for the City of Oroville and consider the implementation of the Wastewater Rate Study recommendations regarding wastewater rate increases.

DISCUSSION

At its April 2, 2024 regularly scheduled City Council meeting, the Council approved the contract with Bartle Wells and Associates, received preliminary input on the rate study analysis and authorized staff to mail out proposition 218 notices.

Notices were sent out to all impacted property owners regarding the proposed rate increases and this public hearing. The City's wastewater collection rates have remained unchanged over the last 5 years, while the costs of maintenance and conveyance have increased. Projected capital improvement projects are expected to be $13.6 million over the next five years. These increases are necessary for the Sewer Fund to adequately cover rising costs and to adequately maintain the operation of the wastewater collection system.

FISCAL IMPACT

Provide funding need in the Sewer Enterprise Fund to complete capital improvement projects.

RECOMMENDATION

Adopt the proposed wastewater rate increases identified in the Bartle Wells and Associates Wastewater Rate Increase Study for the City.

ATTACHMENTS

Bartle Wells Wastewater Rate Study Findings Presentation

City of Oroville

Wastewater Rate Public Hearing

June 4, 2024

Presentation Overview



Legal Requirements (Proposition 218)



Wastewater Enterprise Background



Wastewater Rate Survey and Bill Impacts

Legal Requirements (Proposition 218)

Procedural		Substantive		
Must mail a notice of the proposed rate increases to all affected property owners	Must hold a public hearing prior to adopting the proposed rate increases not less than 45 days after the required notices are mailed.	The amount of the fee or charge levied on any customer shall not exceed the proportional cost of service attributable to that customer.	Revenues derived from the fee or charge cannot exceed the funds required to provide the service.	Revenues derived from the fee or charge can only be used for the purpose for which the fee was imposed.

Wastewater Enterprise Background



The City provides wastewater collection, while Sewerage Commission – Oroville Region ("SCOR") provides wastewater treatment. The City collects and passes on treatment charges to SCOR.

The City has left wastewater collection rates unchanged over the last 5 years, while SCOR treatment rate increases were passed through.

Reasons for Wastewater Rate Increase

- Projected future inflation in operating costs.
- The City is projected to incur ~$13.6 million for wastewater enterprise collection system capital improvement projects over the next 5 years.
- Pass through for treatment costs (SCOR treatment plant upgrade project).

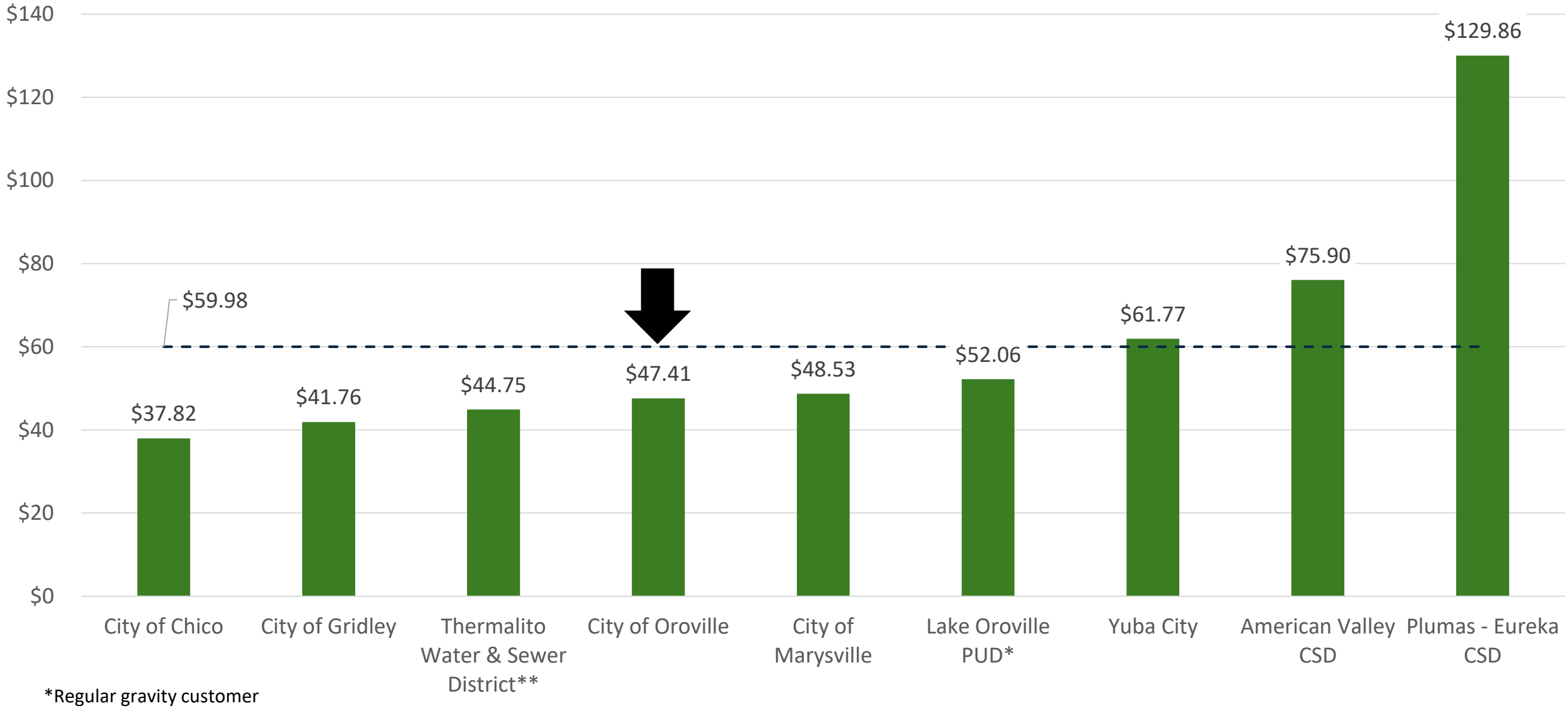
Equivalent Dwelling Unit Changes

- SCOR adopted new EDU definitions for multi-family and mobile home units.
- Multi-family is equal to 0.88 EDUs per unit and mobile home units are equivalent to 0.85 EDUs. (Previously 1 EDU).
- The change is based on regional census data which shows less people per unit on average for multi-family and mobile home units.
- The change results in a difference of 310 EDUs for the City of Oroville (3.3%).
- BWA projects 3% growth in the next 3 years and 2% in the following 2 years.

Current Wastewater Rates

All Users	$/Equivalent Dwelling Unit/Month
City of Oroville (WW Collection)	$23.56
Sewerage-Commission, Oroville Region (WW Treatment)	$23.85
Total Monthly Charge, per EDU	**$47.41**

Monthly Single Family Residential Sewer Bills
Conducted March 2024



*Regular gravity customer
**Adopted rate increases up to $56.41 by July 1, 2027.

Proposed Rates

Current and Proposed Wastewater Rates

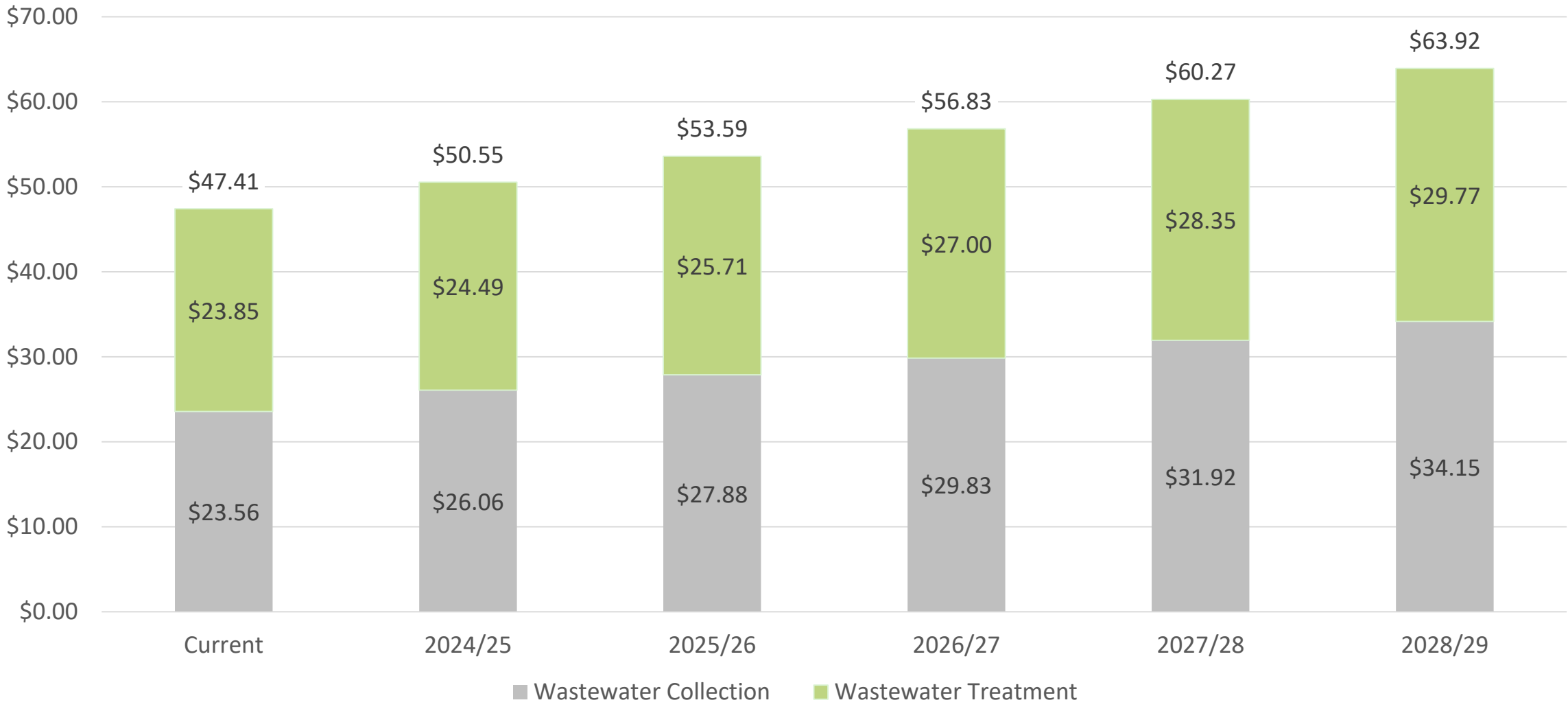
Fixed Monthly Rates per Equivalent Dwelling Unit (EDU)[1]

Charge Category	Current	July 1, 2024	July 1, 2025	July 1, 2026	July 1, 2027	July 1, 2028
Wastewater Collection[1]	$23.56	$26.06	$27.88	$29.83	$31.92	$34.15
Wastewater Treatment[2]	$23.85	$24.49	$25.71	$27.00	$28.35	$29.77
Total	$47.41	$50.55	$53.59	$56.83	$60.27	$63.92

[1] Proposed mobile home units are equivalent to 0.85 EDUs and multifamily units 0.88 EDUs. (Currently 1 EDU).

[2] Sewerage Commission – Oroville Region provides wastewater treatment for the City.

Single Family Residential Monthly Bill Impacts



Single Family Residential Monthly Bill Impacts ($ Increase)

Charge Category	Current	2024/25	2025/26	2026/27	2027/28	2028/29
Wastewater Collection	$23.56	$26.06	$27.88	$29.83	$31.92	$34.15
Wastewater Treatment	$23.85	$24.49	$25.71	$27.00	$28.35	$29.77
Total	$47.41	$50.55	$53.59	$56.83	$60.27	$63.92

Monthly Bill Impact					
Wastewater Collection	$2.50	$1.82	$1.95	$2.09	$2.23
Wastewater Treatment	$0.64	$1.22	$1.29	$1.35	$1.42
	$3.14	$3.04	$3.24	$3.44	$3.65

Proposed Rate Increase Comparisons

City of Oroville	Current	2024/25	2025/26	2026/27	2027/28	2028/29
Wastewater Collection	$23.56	$26.06	$27.88	$29.83	$31.92	$34.15
Wastewater Treatment	$23.85	$24.49	$25.71	$27.00	$28.35	$29.77
Total	$47.41	$50.55	$53.59	$56.83	$60.27	$63.92

Thermalito Water & Sewer	Current	2024/25	2025/26	2026/27	2027/28	2028/29
Wastewater Collection	$20.90	$25.79	$30.95	$32.19	$33.48	$34.82
Wastewater Treatment	$23.85	$24.49	$25.71	$27.00	$28.35	$29.77
Total	$44.75	$50.28	$56.66	$59.19	$61.83	$64.59

Lake Oroville Public Utility District*	Current	2024/25	2025/26	2026/27	2027/28	2028/29
Wastewater Collection	$28.21	$29.83	$31.08	$32.39	$33.76	$35.20
Wastewater Treatment	$23.85	$24.49	$25.71	$27.00	$28.35	$29.77
Total	$52.06	$54.32	$56.79	$59.39	$62.11	$64.97

**Gravity flow customer. Pumped customers are proposed to pay an additional $6.07 per month.*



Questions & Comments